

Supreme Court of the United States

OCTOBER TERM, 1973

No. 73-556

FLORIDA POWER & LIGHT COMPANY,
Petitioner,

v.

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
LOCAL 641, 622, 759, 820 and 1263,
and
NATIONAL LABOR RELATIONS BOARD,
Respondents.

No. 73-795

NATIONAL LABOR RELATIONS BOARD,
Petitioner,

v.

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
AFL-CIO, and LOCAL 134, INTERNATIONAL BROTHER-
HOOD OF ELECTRICAL WORKERS, AFL-CIO,
Respondents.

ON WRITS OF CERTIORARI TO THE UNITED STATES COURT
OF APPEALS FOR THE DISTRICT OF COLUMBIA CIRCUIT

INDEX

	Page
Relevant Docket Entries	1
Charge filed in Case No. 12-CB-1109-2	2

	Page
Charge filed in Case No. 12-CB-1116	3
Charge filed in Case No. 12-CB-1117	4
Charge filed in Case No. 12-CB-1118	5
Charge filed in Case No. 12-CB-1119	6
Order consolidating Cases, Consolidated Complaint and Notice of Hearing	7
Amendment to Consolidated Complaint	22
Answer to Complaint	24
Stipulation of the Parties	27
Portions of Joint Exhibit 1 to Stipulation	45
Portions of Joint Exhibit 2 to Stipulation	58
Portions of Joint Exhibit 4 to Stipulation	62
Portions of Joint Exhibit 5 to Stipulation	69
Order of the Supreme Court granting petitions for Certio- rari	80

(The Board's decision and order and the opinion and judgment of the Court of Appeals are not reprinted in this appendix since they are already printed as an appendix to the petition)

CHRONOLOGICAL LIST OF RELEVANT DOCKET ENTRIES

In the Matter of: Int'l Brotherhood of Electrical
Workers, Locals 641, 622, 759,
820 & 1263

Case No.:

12-CB-1109-2

- 5.25.70 Charge filed in Case No. 12-CB-1109-2
- 5.25.70 Charge filed in Case No. 12-CB-1116
- 5.25.70 Charge filed in Case No. 12-CB-1117
- 5.25.70 Charge filed in Case No. 12-CB-1118
- 5.25.70 Charge filed in Case No. 12-CB-1119
- 7.24.70 Order Consolidating Cases, Consolidated Complaint
of Hearing, dated
- 8.13.70 Answer to the Complaint, dated
- 10.28.70 Amendment to Consolidated Complaint, dated
- 11.13.70 Parties' Motion to transfer cases to the Board, dated
- 11.13.70 Parties' Stipulation, dated
- 12. 3.70 Board's Order granting Motion, approving stipula-
tion and transferring proceeding to the Board,
dated
- 9. 2.71 Board's Decision and Order, dated
- 6.29.73 En Banc Decision of Court of Appeals
- 1.21.74 Order of Supreme Court granting certiorari

FORM NLRB-608 (12-68)		UNITED STATES OF AMERICA NATIONAL LABOR RELATIONS BOARD		Form Approved Budget Bureau No. 64-8003.13	
CHARGE AGAINST LABOR ORGANIZATION OR ITS AGENTS					
INSTRUCTIONS: File an original and 3 copies of this charge and an additional copy for each organization, each local and each individual named in item 1 with the NLRB regional director for the region in which the alleged unfair labor practice occurred or is occurring.				DO NOT WRITE IN THIS SPACE Case No. 12-CB -1109-2 Date Filed May 23, 1970	
1. LABOR ORGANIZATION OR ITS AGENTS AGAINST WHICH CHARGE IS BROUGHT					
a. Name Intl Brotherhood of Electrical Workers System Council U-4 and its affiliated Local Union No. 641		b. Union Representative to Contact J. H. Niles, Bus. Mgr. B. H. Moore, Rec. Sec.		c. Phone No.	
d. Address (Street, city, State and ZIP code) System Council U-4 430 W. 66th St., Hialeah, Fla 33012		Local No. 641 1888 Powell Drive Ft. Myers, Fla			
e. The above-named organization(s) or its agents has (have) engaged in and is (are) engaging in unfair labor practices within the meaning of section 8(b), subsection(s) <u>(1)(A)</u> of the National Labor Relations Act, and these unfair labor practices are unfair labor practices affecting commerce within the meaning of the Act.					
2. Basis of the Charge (Be specific as to facts, names, addresses, plants involved, dates, places, etc.) <p style="margin-left: 40px;">Since on or about November 1, 1969, the above-named labor organizations, by their officers, agents, and representatives, including but not limited to J. H. Niles and B. H. Moore, restrained and coerced Florida Power & Light Company in the selection of its representatives for the purposes of collective bargaining or the adjustment of grievances.</p>					
3. Name of Employer FLORIDA POWER & LIGHT COMPANY					
4. Location of Plant Involved (Street, city, State and ZIP code) Naples - Fort Myers area					
5. Type of Establishment (Factory, mine, wholesaler, etc.) Power Company		6. Identify Principal Product or Service Electricity		7. No. of Workers Employed 5,000 approx	
8. Full Name of Party Filing Charge FLORIDA POWER & LIGHT COMPANY					
9. Address of Party Filing Charge (Street, city, State and ZIP code) P.O. BOX 3100, Miami, Florida 33101					10. Telephone No.
11. DECLARATION					
I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief.					
By <u>Mulher & Mintz</u> <u>J. J. Mulher</u> (Signature of representative or person making charge) Suite 601, 100 Biscayne Blvd. Address <u>Miami, Florida 33132</u>		Attorneys for Charging Party (Title or office, if any) <u>378-2792</u> <u>5/22/70</u> (Telephone number) (Date)			
WILLFULLY FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)					

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST LABOR ORGANIZATION OR ITS AGENTS

Form Approved
Budget Bureau No. 64-8001-13

INSTRUCTIONS: File an original and 3 copies of this charge and an additional copy for each organization, each local and each individual named in item 1 with the NLRB regional director for the region in which the alleged unfair labor practices occurred or is occurring.

DO NOT WRITE IN THIS SPACE

Case No. 12-CB-1116

Date Filed May 23, 1970

I. LABOR ORGANIZATION OR ITS AGENTS AGAINST WHICH CHARGE IS BROUGHT

a. Name Int Brotherhood of Electrical Workers
System Council U-4, and its affiliated
Local Union No. 622

b. Union Representative to Contact
J. H. Niles, Bus. Mgr.
E. M. Brown, Pres.

c. Phone No.

d. Address (Street, city, State and ZIP code)
System Council U-4
430 W. 66th St. Hialeah, Fla 33012

Local No. 622

P.O. Box 1144, Lake City, Fla 32055

e. The above-named organization(s) or its agents has (have) engaged in and is (are) engaging in unfair labor practices within the meaning of section 8 (a), subsection(s) (1) (b) of the National Labor Relations Act, and these unfair labor practices are unfair labor practices affecting commerce within the meaning of the Act.

f. Basis of the Charge (Be specific as to facts, names, addresses, plants involved, dates, places, etc.)

December 1, 1969

Since on or about ~~December 1, 1969~~ 1969, the above-named labor organizations, by their officers, agents, and representatives, restrained and coerced Florida Power & Light Company in the selection of its representatives for the purposes of collective bargaining or the adjustment of grievances.

1. Name of Employer

FLORIDA POWER & LIGHT COMPANY

2. Location of Plant Involved (Street, city, State and ZIP code)

LAKE CITY AREA

3. Type of Establishment (Factory, mine, wholesaler, etc.)

POWER COMPANY

4. Identify Principal Product or Service

ELECTRICITY

7. No. of Workers Employed

5,000 appr.

5. Full Name of Party Filing Charge

FLORIDA POWER & LIGHT COMPANY

6. Address of Party Filing Charge (Street, city, State and ZIP code)

P.O. Box 3100, Miami, Florida 33101

10. Telephone No.

II. DECLARATION

I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief.

By Robert & Mintz
Robert & Mintz
(Signature of representative or person making charge)

Attorneys for Charging Party
(Title or office, if any)

Address Suite 601, 100 Biscayne Blvd
Miami, Florida 33132

379-2792

(Telephone number)

5/22/70

(Date)

FALSELY FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

EXHIBIT 1601

GPO 861-977

FORM NLRB-608 (12-68)		UNITED STATES OF AMERICA NATIONAL LABOR RELATIONS BOARD CHARGE AGAINST LABOR ORGANIZATION OR ITS AGENTS		Form Approved Budget Bureau No. 64-8063-33	
INSTRUCTIONS: File an original and 3 copies of this charge and an additional copy for each organization, each local and each individual named in item 1 with the NLRB regional director for the region in which the alleged unfair labor practices occurred or is occurring.				DO NOT WRITE IN THIS SPACE	
				Case No. 12-CB-1117	
				Date Filed May 25, 1970	
I. LABOR ORGANIZATION OR ITS AGENTS AGAINST WHICH CHARGE IS BROUGHT					
a. Name Intl Brotherhood of Electrical Workers System Council U-4, and its affiliated Local Union No. 759		b. Union Representative to Contact H. H. Niles, Bus. Mgr. C. A. Holliday, Pres.		c. Phone No.	
d. Address (Street, city, State and ZIP code) System Council U-4 430 W. 66th St. Hialeah, Fla 33012 Local No. 759 1120 NW 44th St. Ft. Lauderdale					
e. The above-named organization(s) or its agents has (have) engaged in and is (are) engaging in unfair labor practices within the meaning of section 8(b), subsection(s) (b)(1) of the National Labor Relations Act, and these unfair labor practices are unfair labor practices affecting commerce within the meaning of the Act.					
f. Basis of the Charge (Be specific as to facts, names, addresses, plants involved, dates, places, etc.) December 31, 1969 Since on or about December 31, 1969, the above-named labor organizations, by their officers, agents, and representatives, restrained and coerced Florida Power & Light Company in the selection of its representatives for the purposes of collective bargaining or the adjustment of grievances.					
3. Name of Employer FLORIDA POWER & LIGHT COMPANY					
4. Location of Plant Involved (Street, city, State and ZIP code) Broward County area					
5. Type of Establishment (Factory, mine, wholesaler, etc.) Power Company		6. Identify Principal Product or Service Electricity		7. No. of Workers Employed 5,000 appr.	
8. Full Name of Party Filing Charge FLORIDA POWER & LIGHT COMPANY					
9. Address of Party Filing Charge (Street, city, State and ZIP code) P.O. Box 3100, Miami, Florida 33101					10. Telephone No.
II. DECLARATION					
I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief.					
By <u>Muller & Mintz</u> <u>James V. Korsch</u> (Signature of representative or person making charge)		Attorneys for Charging Party (Title or office, if any)			
Address <u>Miami, Florida 33132</u>		<u>379-2792</u> (Telephone number)		<u>5/22/70</u> (Date)	
UNLAWFUL FALSE STATEMENTS ON THE CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)					

173944

EXHIBIT 161

GPO 841-537

FORM NLRB-300
(12-68)Form Approved
Budget Bureau No. 64-8003-13UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST LABOR ORGANIZATION OR ITS AGENTS

INSTRUCTIONS: File an original and 3 copies of this charge and an additional copy for each organization, each local and each individual named in item 1 with the NLRB regional director for the region in which the alleged unfair labor practices occurred or is occurring.

DO NOT WRITE IN THIS SPACE

Case No.
12-CD-1118Date Filed
May 23, 1970

I. LABOR ORGANIZATION OR ITS AGENTS AGAINST WHICH CHARGE IS BROUGHT

a. Name Intl Brotherhood of Electrical Workers
System Council U-4, and its affiliated
Local Union No. 820b. Union Representative to Contact
J. H. Niles, Bus. Mgr.
R. A. Brennan, Pres.

c. Phone No.

d. Address (Street, city, State and ZIP code)

System Council U-4

430 W. 66th St. Hialeah, Fla 33012

Local No. 820

5220 Riverwood Ave, Sarasota 33581

e. The above-named organization(s) or its agent(s) have engaged in and is (are) engaging in unfair labor practices within the meaning of section 8 (b), subsection(s) (1)(B) of the National Labor Relations Act, and these unfair labor practices are unfair labor practices affecting commerce within the meaning of the Act.

f. Basis of the Charge (Be specific as to facts, names, addresses, plants involved, dates, places, etc.)

December 1, 1969

Since on or about ~~December 1, 1969~~ 1969, the above-named labor organizations, by their officers, agents, and representatives, restrained and coerced Florida Power & Light Company in the selection of its representatives for the purposes of collective bargaining or the adjustment of grievances.

1. Name of Employer

FLORIDA POWER & LIGHT COMPANY

2. Location of Plant involved (Street, city, State and ZIP code)

Sarasota-Bradenton area

3. Type of Establishment (Factory, mine, wholesale, etc.)

Power Company

4. Identify Principal Product or Service

Electricity

5. No. of Workers Employed

5,000 appr.

6. Full Name of Party Filing Charge

FLORIDA POWER & LIGHT COMPANY

7. Address of Party Filing Charge (Street, city, State and ZIP code)

P.O. Box 3100, Miami, Florida 33101

8. Telephone No.

II. DECLARATION

I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief.

By Muller & Mintz
James R. Kowalek
(Signature of representative or person making charge)Attorneys for Charging Party
(Title or office, if any)

Suite 601, 100 Biscayne Blvd

Miami, Florida 33132

379-2792

5/22/70

(Telephone number)

(Date)

WILLFULLY FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

FORM NLRB-202 (11-65)		UNITED STATES OF AMERICA NATIONAL LABOR RELATIONS BOARD CHARGE AGAINST LABOR ORGANIZATION OR ITS AGENTS		Form Approved Budget Bureau No. 44-2083-12	
INSTRUCTIONS: File an original and 3 copies of this charge and an additional copy for each organization, each local and each individual named in item 1 with the NLRB regional director for the region in which the alleged unfair labor practice occurred or is occurring.				DO NOT WRITE IN THIS SPACE Case No. 12-CH-1119 Date Filed May 25, 1970	
I. LABOR ORGANIZATION OR ITS AGENTS AGAINST WHICH CHARGE IS BROUGHT					
a. Name Intl Brotherhood of Electrical Workers System Council U-4, and its affiliated Local Union No. 1263		b. Union Representative to Contact J. H. Niles, Bus. Mgr. E. R. Williams, Pres.		c. Phone No.	
d. Address (Street, city, State and ZIP code) System Council U-4 430 W. 66th St. Hialeah, Fla 33012		Local No. 1263 108 Azalea Circle, Palatka 32077			
e. The above-named organization(s) or its agents has (have) engaged in and is (are) engaging in unfair labor practices within the meaning of section 8 (b), subsection(s) <u>(1)(B)</u> of the National Labor Relations Act, and these unfair labor practices are unfair labor practices affecting commerce within the meaning of the Act.					
2. Basis of the Charge (Be specific as to facts, names, addresses, plants involved, dates, places, etc.) <div style="text-align: center; margin-top: 10px;"> December </div> <p>Since on or about November ^{OK} 1, 1969, the above-named labor organizations, by their officers, agents, and representatives, restrained and coerced Florida Power & Light Company in the selection of its representatives for the purposes of collective bargaining or the adjustment of grievances.</p>					
3. Name of Employer FLORIDA POWER & LIGHT COMPANY					
4. Location of Plant Involved (Street, city, State and ZIP code) PALATKA AREA					
5. Type of Establishment (Factory, mine, wholesaler, etc.) POWER COMPANY		6. Identify Principal Product or Service ELECTRICITY		7. No. of Workers Employed 5,000 appr.	
8. Full Name of Party Filing Charge FLORIDA POWER & LIGHT COMPANY					
9. Address of Party Filing Charge (Street, city, State and ZIP code) P.O. BOX 3100, Miami, Florida 33101				10. Telephone No.	
11. DECLARATION					
I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief.					
By <u><i>James R. Townsend</i></u> Attorneys for Charging Party <small>(Signature of representative or person making charge)</small> <small>(Title or office, if any)</small>					
Address Suite 601, 100 Biscayne Blvd		379-2792		5/22/70	
Miami, Florida 33132		<small>(Telephone number)</small>		<small>(Date)</small>	
WILLFULLY FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)					

4797-2

EXHIBIT 1121

970 001-007

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS
BOARD, REGION 12

[Received, Jul. 27, 1970, Div. of Trial Examiner,
NLRB, Wash., D. C.]

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS/
SYSTEM COUNCIL U-4, and the Following
Affiliates thereof:

Case No. 12-CB-1109-2

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL UNION No. 641

and

Case No. 12-CB-1116

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL UNION No. 622

and

Case No. 12-CB-1117

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL UNION No. 759

and

Case No. 12-CB-1118

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL UNION No. 820

and

Case No. 12-CB-1119

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL UNION No. 1263

AND

FLORIDA POWER & LIGHT COMPANY

ORDER CONSOLIDATING CASES, CONSOLIDATED COMPLAINT
AND NOTICE OF HEARING

It having been charged in Cases Nos. 12-CB-1109-2, 12-CB-1116, 12-CB-1117, 12-CB-1118, and 12-CB-1119, in each case respectively, by Florida Power & Light Company (hereinafter called Florida Power or Employer); that International Brotherhood of Electrical Workers System Council U-4 (hereinafter referred to as System Council U-4), in each case respectively; and in Case No. 12-CB-1109-2, that its affiliated Local Union No. 641 (International Brotherhood of Electrical Workers Local 641, hereafter Local 641); and in Case No. 12-CB-1116 that its affiliated Local Union No. 622 (International Brotherhood of Electrical Workers 622, hereafter Local 622); and in Case No. 12-CB-1118, that its affiliated Local Union No. 820 (International Brotherhood of Electrical Workers Local 820, hereafter Local 820); and in Case No. 12-CB-1119 that its affiliated Local Union No. 1263 (International Brotherhood of Electrical Workers Local 1263, hereafter Local 1263); herein collectively called Respondents, have engaged in and are engaging in unfair labor practices affecting commerce as set forth and defined in the National Labor Relations Act, as amended, 29 U.S.C. Sec. 151, *et seq.*, herein called the Act, the General Counsel of the National Labor Relations Board, herein called the Board, by the undersigned Regional Director for Region 12, having duly considered the matter and deeming it necessary to effectuate the purposes of the Act, and to avoid unnecessary costs or delay:

HEREBY ORDERS, pursuant to Section 102.33 of the Board's Rules and Regulations, Series 8, as amended, that these cases be and they hereby are, consolidated.

Said cases having been consolidated for hearing, the General Counsel of the Board, on behalf of the Board, by the undersigned Regional Director, pursuant to Section 10(b) of the Act and the Board's Rules and Regulations, Series 8, as amended, Section 102.15, hereby issues this Consolidated Complaint and Notice of Hearing and alleges as follows:

1.

(a) The charge in Case No. 12-CB-1109-2 was filed by Florida Power on May 25, 1970, and copies thereof were duly served on Respondents, System Council U-4 and Local 641, respectively, on May 26, 1970.

(b) The charge in Case No. 12-CB-1116 was filed by Florida Power on May 25, 1970, and copies thereof were duly served on Respondents, System Council U-4 on May 26, 1970, and Local 622 on May 27, 1970.

(c) The charge in Case No. 12-CB-1117 was filed by Florida Power on May 25, 1970, and copies thereof were duly served on Respondents, System Council U-4 on May 26, 1970, and Local 759 on May 28, 1970.

(d) The charge in Case No. 12-CB-1118 was filed by Florida Power on May 25, 1970, and copies thereof were duly served on Respondents, System Council U-4 and Local 820 on May 26, 1970, respectively.

(e) The charge in Case No. 12-CB-1119 was filed by Florida Power on May 25, 1970, and copies thereof were duly served on Respondents, System Council U-4 on May 26, 1970, and Local 1263 on May 28, 1970.

2.

(a) Florida Power & Light Company (herein called Florida Power) is a Florida corporate utility, with offices and facilities located at various locations within the State of Florida, where it is engaged in the production and sale of electricity. During the past 12 months, Florida Power, in the course and conduct of its operations, received gross revenues in excess of \$500,000, and during the same period it purchased and received goods and materials valued in excess of \$50,000 directly from points located outside the State of Florida.

(b) Florida Power is, and has been at all times material herein, an employer engaged in commerce within the meaning of Sections 2(6) and (7) of the Act.

3.

System Council U-4, itself, and each of its affiliated Locals named above, to wit, Local 641, 622, 759, 820,

and 1263, are each respectively and have been at all times material herein, a labor organization within the meaning of Section 2(5) of the Act.

4.

(a) Respondent System Council U-4 is an unincorporated association and is composed of (11) certain Local Unions of the International Brotherhood of Electrical Workers, AFL-CIO, namely Locals 622, 641, 759, 802, and 1263 named individually as Respondents herein and also Locals 359, 627, 1042, 1066, 1191, and 1908. Each of said 11 Local Unions admits to membership employees of Florida Power.

(b) The principal officer and agent of said Local to wit: the President, is a member of the Executive Board of System Council U-4.

(c) The expressed purpose of System Council U-4 is to further by all lawful and proper means the employment and earning opportunities of the membership of the affiliated Local Unions, and to achieve a greater degree of unity and coordinated action between the several Local Unions in collective bargaining with Florida Power.

(d) System Council U-4 has authority to deal with the authorized representatives of Florida Power and is the authorized agent of all said Locals in all matters pertaining to collective bargaining and is empowered to act as agent to effectuate the objects as stated in 4(c) above.

5.

(a) IBEW System Council U-4 Death Benefit Fund, Inc., is a Florida corporation existing with purpose to protect, provide for, and contribute immediate assistance to the families, widows, children, or beneficiaries of its members upon the death of any member by providing a death benefit fund payable to such beneficiary as the member may designate.

(b) The Board of Directors of IBEW System Council U-4 Death Benefit Fund, Inc., is composed of the duly elected Financial Secretary of each Local Union constituting the System Council U-4, and the duly elected President and Treasurer of System Council U-4.

(c) *Inter alia*, a condition of eligibility for a member (his wife or widow) in System Council U-4 Death Benefit Fund, Inc., is initial and continued membership in good standing of that member in one of the International Brotherhood of Electrical Workers Local Unions, AFL-CIO, which comprise the Florida Power System Council, that is, System Council U-4's affiliated Local Unions herein.

6.

During times material herein the following persons occupied the position with Respondent Unions set opposite their name and were agents of Respondent Unions within the meaning of the Act:

System Council U-4 Business Manager	— J. H. Niles
Local 641 President	— J. O. Bottoms
Recording Secretary	— B. H. Moore
Local 622 President	— E. M. Brown
Recording Secretary	— G. D. Knight, Sr.
Local 679 President	— C. A. Holliday
Recording Secretary	— R. A. Doak
Local 820 President	— R. A. Brennan
Recording Secretary	— W. A. Geschke
Local 1263 President	— E. R. Williams
Recording Secretary	— E. D. Graham

7.

At all material times herein the following named individuals occupied the positions set opposite their name at the respective location of Florida Power as shown:

(a) *Naples*

H. E. Weatherly	District Supervisor
M. R. Weeks	Assistant District Supervisor

Punta Gorda

C. E. Baker	Assistant Supervisor
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Fort Myers

Dan Bigelow	Assistant District Supervisor
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(b) *Brandenton Service Center*

R. T. Horne	Temporary Assistant Supervisor
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Sarasota-Western Division Office

O. M. Brannon	Transmission Line Supervisor (since early 1970) Distribution Assistant (during strike)
F. D. Fishel	Distribution Assistant (presently) Temporary Assistant Supervisor (during strike)

Sarasota Service Center

T. R. Brandewie	Assistant Supervisor (since April 1970) Temporary Assistant Supervisor (during strike)
E. W. Jones	Assistant Supervisor
C. A. Norris	Assistant Supervisor

Clark Service Center (Sarasota)

C. A. Pearsall	Assistant Supervisor
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Venice Service Center

J. E. Bryan	District Supervisor
H. D. Stephens	Assistant Supervisor

(c) *Lake City*

C. J. Rutledge	Assistant Supervisor, Transmission Distribution Department
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(d) *Port Everglades*

Richard Ackerman	Results Assistant
Ernest Beasley, Jr.	Assistant Plant Superintendent
Fred Davis	Plant Superintendent
Joseph L. Helmich *	Plant Supervisor
Frank Henderson	Plant Supervisor
R. P. Norman	Assistant Plant Superintendent
S. V. Wanklyn *	Assistant Plant Engineer

Pompano Distribution

C. W. Bingham * Assistant Supervisor

Pompano Service Station

E. F. Borchardt * Assistant Supervisor
 William Cole Distribution Assistant
 J. T. Hardy, Jr. Assistant Supervisor

Pompano Beach

C. E. Stout, Jr. District Supervisor

Deerfield Service Station

Frank Ludlow Assistant Supervisor

*Fort Lauderdale**Underground*

P. Den Bleyker Assistant Supervisor
 Earl Guyaux * Assistant Supervisor

Plant

T. D. Burkett , * Assistant Plant Superintendent
 W. B. Hoffman Plant Results Technician
 L. E. Jones * Distribution Supervisor
 R. W. LaRoche Plant Supervisor

Division Review

L. H. Grubbs Assistant Supervisor

Trouble Department

H. E. Hardee * Assistant Supervisor
 Stanley Hutcheson * Assistant Supervisor
 Charles Pogel Assistant Supervisor

Substation

T. W. Norton * Assistant Supervisor

Transmission Distribution

Claude Overfelt Trouble Supervisor

Service Center

R. O. Stamps	Assistant Supervisor
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Wingate Yard

J. E. McLeod	* Assistant Supervisor
W. H. McNary	Assistant Supervisor
H. L. Orton	Assistant Supervisor

Wingate Service Center

Robert Rogers	Assistant Supervisor
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S. E. Division—Substation Dept.

H. V. Johnson	Substation Supervisor
Emil Piazza	Assistant Supervisor
Fred Shaver	* Assistant Supervisor
W. M. Smith	* Assistant Supervisor

Operations Division Office

V. J. Nicholas	* Assistant Supervisor
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Hollywood

P. T. McAllister	Assistant Supervisor
W. L. Roper	Assistant Supervisor

Hollywood Service Center

A. D. Reed	* Assistant Supervisor
Everett Weeks	* Assistant Supervisor

(e) *Palatka*

William S. Doughty	Assistant Supervisor
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8.

Each individual named in paragraph 7 possesses the authority on behalf of Florida Power.

(a) To Discipline employees, to grant time off, to schedule and assign work, to exercise independent judgment in the direction of the work force.

(b) To serve as a representative of Florida Power regarding matters involving collective bargaining interpretation.

(c) To adjust grievances.

9.

Each of the individuals named in paragraph 7 is a supervisor within the meaning of the Act.

10.

Respondent System Council U-4 and its member Locals, including Respondent Locals 622, 641, 759, 802, and 1263, engaged in an economic strike against Florida Power from on or about October 22, 1969, to on or about December 29, 1969, and in furtherance thereof established picket lines during said period at various locations of Florida Power.

11.

During the period of the strike related in paragraph 9 above and while the picket line was being maintained, each of the individuals named above in paragraph 7 continued working for Florida Power and crossed Respondents' picket lines as required in order to do so.

12.

On various dates during the months of January, February, and March 1970 (the exact dates being presently unknown), Respondent Local Unions 622, 641, 759, 820, and 1263, with the knowledge, approval and coordination of System Council U-4, scheduled and held local union trial board hearings on charges brought against each of the individuals named in paragraph 7 because during the strike they had crossed Respondents' picket lines and continued to work for Employer even though each of them at the time of the strike was a member of the International Brotherhood of Electrical Workers or one of its affiliated locals.

13.

As a result of the trial board hearings, Respondent Local Unions, with the knowledge, approval and coordination of Respondent System Council, fined and/or expelled from membership, and caused System Council U-4 Death Benefit Fund, Inc., to cease death benefit coverage as to certain of the individuals named in paragraph 7, and as now known:

(a) Local 641 fined those 4 supervisors named in paragraph 7(a) above.

(b) Local 820 fined those 9 supervisors named in paragraph 7(b) above, and caused their membership in System Council U-4 Death Benefit Fund, Inc., to be cancelled.

(c) Local 622 fined C. J. Rutledge and caused his membership in System Council U-4 Death Benefit Fund, Inc., to be cancelled.

(d) Local 759 fined and expelled those 39 supervisors named in paragraph 7(d) above and thereafter caused at least those certain supervisors in that group whose name bears an asterisk to have their membership in System Council U-4 Death Fund, Inc., cancelled.

(e) Local 1263 fined William S. Doughty and caused his membership in System Council U-4 Death Fund, Inc., to be cancelled.

14.

By the acts described in paragraphs 12 and 13 and by each of said acts, Respondent Unions did individually and collectively restrain and coerce Florida Power in the selection of its representatives for the purposes of collective bargaining or adjustment of grievances and thereby did engage in, and are engaging in, unfair labor practices affecting commerce within the meaning of Section 8(b) (1) (B) and Section 2(6) and (7) of the Act.

15.

The acts of Respondent System Council U-4 and Respondent Local Unions 622, 641, 759, 820, and 1263 described in paragraphs 12, 13, and 14 above, occurring

in connection with the operations of Florida Power described in paragraph 2 above, have a close, intimate, and substantial relationship to trade, traffic, and commerce among the several states and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

PLEASE TAKE NOTICE that on the 1st day of September 1970, at 9:30 a.m., EDST, in the National Labor Relations Board Hearing Room 717, 51 S. W. First Avenue, Miami, Florida, a hearing will be conducted before a duly designated Trial Examiner of the National Labor Relations Board on the allegations set forth in the above complaint, at which time and place you will have the right to appear in person, or otherwise, and give testimony. Form NLRB 4668, Summary of Standard Procedures in Formal Hearings Held Before the National Labor Relations Board in Unfair Labor Practice Cases, is attached.

You are further notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, the Respondent shall file with the undersigned Regional Director, acting in this matter as agent of the National Labor Relations Board, an original and four copies of an answer to said complaint within ten days from service thereof, and that unless it does so, all the allegations in the complaint shall be deemed to be admitted to be true and may be so found by the Board. Respondent shall immediately serve a copy of the answer, as required by the above sections of the Rules, on each of the other parties.

DATED at Tampa, Florida, this 24th day of July 1970.

/s/ Harold A. Boire
 HAROLD A. BOIRE,
 Regional Director
 National Labor Relations Board
 Region 12
 706 Federal Office Building
 500 Zack Street
 Tampa, Florida 33602

[SEAL]

Form NLRB-4668
(9-67)

(C CASES)

SUMMARY OF STANDARD PROCEDURES IN FORMAL HEARINGS HELD BEFORE THE NATIONAL LABOR RELATIONS BOARD IN UNFAIR LABOR PRACTICE CASES AS TAKEN FROM THE BOARD'S PUBLISHED RULES AND REGULATIONS AND STATEMENTS OF PROCEDURE

The hearing will be conducted by a Trial Examiner of the National Labor Relations Board. He will preside at the hearing as an independent, impartial trier of the facts and the law and his decision in due time will be served on the parties. His headquarters are either in Washington, D. C. or San Francisco, California.

At the date, hour, and place for which the hearing is set, the Trial Examiner, upon the joint request of the parties, will conduct a "prehearing" conference, prior to or shortly after the opening of the hearing, to assure that the issues are sharp and clear-cut; or he may, on his own initiative, conduct such a conference. He will preside at any such conference, but he may, if the occasion arises, permit the parties to engage in private discussions. The conference will not necessarily be recorded, but it may well be that the labors of the conference will be evinced in the ultimate record—for example, in the form of statements of position, stipulations, and concessions. Except under unusual circumstances, the Trial Examiner conducting the prehearing conference will be the one who will conduct the hearing; and *it is expected that the formal hearing will commence or be resumed immediately upon completion of the prehearing conference.* No prejudice will result to any party unwilling to participate in or to make stipulations or concessions during and prehearing conference.

(This is not to be construed as preventing the parties from meeting earlier for similar purposes. To the contrary, the parties are encouraged to meet prior to the time set for hearing in an effort to narrow the issues.)

Parties may be represented by an attorney or other representative and present evidence relevant to the issues.

An official reporter will make the only official transcript of the proceedings, and all citations in briefs and arguments must refer to the official record. The Board will not certify any transcript other than the official transcript for use in any court litigation. Proposed corrections of the transcript should be submitted, either by way of stipulation or motion, to the Trial Examiner for his approval.

All matter that is spoken in the hearing room while the hearing is in session will be recorded by the official reporter unless the Trial Examiner specifically directs off-the-record discussion. In the event that any party wishes to make off-the-record statements, a request to go off the record should be directed to the Trial Examiner and not to the official reporter.

Statements of reasons in support of motions and objections should be specific and concise. The Trial Examiner will allow an automatic exception to all adverse rulings, and, upon appropriate order, an objection and exception will be permitted to stand to an entire line of questioning.

All exhibits offered in evidence shall be in duplicate. Copies shall also be supplied to other parties. If a copy of any exhibit is not available at the time the original is received, it will be the responsibility of the party offering such exhibit to submit the copy before the close of hearing. In the event such copy is not submitted, and the filing thereof has not for good reason shown been waived by the Trial Examiner, any ruling receiving the exhibit may be rescinded and the exhibit rejected.

Any party shall be entitled, upon request, to a reasonable period at the close of the hearing for oral argument, which shall be included in the stenographic report of the hearing. In the absence of a request, the Trial Examiner may himself ask for oral argument, if at the close of the hearing he believes that such argument would be beneficial to his understanding of the contentions of the parties and the factual issues involved.

Any party shall also be entitled upon request made before the close of the hearing, to file a brief or proposed

findings and conclusions, or both, with the Trial Examiner who will fix the time for such filing.

Attention of the parties is called to the following requirements laid down in Section 102.42 of the Board's Rules and Regulations with respect to the procedure to be followed *before* the proceeding is transferred to the Board:

No request for an extension of time within which to submit briefs or proposed findings to the Trial Examiner will be considered unless received by the Chief Trial Examiner in Washington, D. C. (or, in cases under the San Francisco, California branch office of Trial Examiners, the Associate Chief Trial Examiner in charge of such office) at least 3 days prior to the expiration of time fixed for the submission of such documents. Notice of request for such extension of time must be served simultaneously upon all other parties, and proof of such service furnished to the Chief Trial Examiner or Associate Chief Trial Examiner, as the case may be. All briefs or proposed findings filed with the Trial Examiner must be submitted in triplicate, and may be in type-written, printed, or mimeographed form, with service upon the other parties.

In due course the Trial Examiner will prepare and file with the Board his decision in this proceeding, and will cause a copy thereof to be served upon each of the parties. Upon filing of the said decision, the Board will enter an order transferring this case to itself, and will serve copies of that order, setting forth the date of such transfer, upon all parties. At that point, the Trial Examiner's official connection with the case will cease.

The procedure to be followed before the Board from that point forward, with respect to the filing of exceptions to the Trial Examiner's Decision, the submission of supporting briefs, requests for oral argument before the Board, and related matters, is set forth in the Board's *Rules and Regulations, Series 8*, as amended, particularly in Section 102.46, and following sections. A summary of the more pertinent of these provisions will be served upon the parties together with the order transferring the case to the Board.

Adjustments or settlements consistent with the policies of the Act reduce government expenditures and promote amity in labor relations. Upon request, the Trial Examiner will afford reasonable opportunity during the hearing for discussions between the parties if adjustment appears possible, and may himself suggest it.

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS
BOARD, REGION 12

[Received, Nov. 2, 1970, Div. of Trial Examiners,
NLRB, Wash., D. C.]

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
SYSTEM COUNCIL U-4, and the Following
Affiliates thereof:

Case No. 12-CB-1109-2

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL UNION No. 641

and

Case No. 12-CB-1116

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL UNION No. 622

and

Case No. 12-CB-1117

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL UNION No. 759

and

Case No. 12-CB-1118

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL UNION No. 820

and

Case No. 12-CB-1119

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL UNION No. 1263

AND

FLORIDA POWER & LIGHT COMPANY

AMENDMENT TO CONSOLIDATED COMPLAINT

The parties to this proceeding presently being in the process of preparing a stipulated record for submission of the issues directly to the Board, the General Counsel of the National Labor Relations Board, herein called the Board, on behalf of the Board, by the undersigned Regional Director, pursuant to Section 10(b) of the Act and Section 102.17 of the Board's Rules and Regulations, Series 8, hereby amends the Consolidated Complaint issued in this matter as follows:

- (1) Paragraph 11, line 1 of the Consolidated Complaint, strike the numerical designation "9" now appearing and substitute therefor "10";
- (2) Paragraph 12, lines 3 and 4 of the Consolidated Complaint, delete the words "approval and coordination";
- (3) Paragraph 13, line 2 of the Consolidated Complaint, delete the words "approval and coordination."

DATED AT Tampa, Florida, this 28th day of October 1970.

[SEAL]

/s/ Harold A. Boire
HAROLD A. BOIRE
Regional Director
National Labor Relations Board
Region 12
706 Federal Building
500 Zack Street
Tampa, Florida 33602

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS
BOARD, REGION 12

[Received, Aug. 19, 1970, Div. of Trial Examiners,
NLRB, Wash., D. C.]

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
SYSTEM COUNCIL U-4, and the Following
Affiliates thereof:

Case No. 12-CB-1109-2

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL UNION No. 641

and

Case No. 12-CB-1116

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL UNION No. 622

and

Case No. 12-CB-1117

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL UNION No. 759

and

Case No. 12-CB-1118

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL UNION No. 820

and

Case No. 12-CB-1119

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL UNION No. 1263

AND

FLORIDA POWER & LIGHT COMPANY

ANSWER TO THE COMPLAINT

COMES NOW, the Respondents INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS SYSTEM COUNCIL U-4 and Its Affiliates LOCAL UNION NO. 641, LOCAL UNION NO. 622, LOCAL UNION NO. 759, LOCAL UNION NO. 820 and LOCAL UNION NO. 1263, by and through its undersigned attorneys and files this, its Answer to the Complaint filed in the above cause, and says:—

1. Respondent admit the allegations contained in paragraphs 1(a), 1(b), 1(c), 1(d), 1(e), 2(a), 2(b), 3, 4(a), 4(b), 4(c), 4(d) and 10.

2. Respondents deny the allegations contained in paragraphs 5(a), 5(b), 5(c), 6, 7(a), 7(b), 7(c), 7(d), 7(e), (8a), 8(b), 8(c), 9, 11, 12, 13(a), 13(b), 13(c), 13(d), 13(e), 14 and 15.

WHEREFORE, Respondents having made a full and complete Answer to the Complaint, Respondents pray that the same be dismissed.

KASTENBAUM, MAMBER, GOPMAN,
EPSTEIN & MILES
Attorneys for Respondents
Suite 210
One Lincoln Road Building
Miami Beach, Florida 33139

By /s/ Seymour A. Gopman
SEYMOUR A. GOPMAN,
For the Firm

CERTIFICATE OF SERVICE

I HEREBY CERTIFY, that on this 13th day of August, 1970, copies of the foregoing Answer to the Complaint were duly served upon the following, by placing same in the United States Mail, postage prepaid and addressed to:

4 copies: National Labor Relations Board
Harold A. Boire, Regional Director
Region 12
706 Federal Office Building
500 Zack Street
Tampa, Florida 33602

1 copy: Ray Muller, Esq.
Attorney for Charging Party,
Florida Power & Light Company
One Hundred Biscayne Boulevard, North
Miami, Florida 33132

/s/ Seymour A. Gopman
SEYMOUR A. GOPMAN

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS
BOARD, REGION 12

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
SYSTEM COUNCIL U-4, and the Following
Affiliates thereof:

Case No. 12-CB-1109-2

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL UNION No. 641

and

Case No. 12-CB-1116

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL UNION No. 622

and

Case No. 12-CB-1117

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL UNION No. 759

and

Case No. 12-CB-1118

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL UNION No. 820

and

Case No. 12-CB-1119

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL UNION No. 1263

AND

FLORIDA POWER & LIGHT COMPANY

STIPULATION

Each of the above-named parties, and Counsel for the General Counsel, by the signatures affixed below, and in order to effectuate the purposes of the Act and to avoid unnecessary costs and delay involved in a formal hearing herein, stipulate to the following:

I.

A. All matters alleged in paragraphs numbered 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13, of the Consolidated Complaint, as amended, are admitted to be true.

B. Although admitting all of the allegations contained in paragraphs 8 and 9 of the Consolidated Complaint, as amended, the parties agree that the following-named individuals possessed the attributes and characteristics of their employment with the employer as described and stipulated to by the parties in paragraph II, (E) and (F) below:

R. T. Horne
T. R. Brandewie
C. T. Rutledge
W. S. Doughty
R. Ackerman
W. B. Hoffman
L. H. Grubbs

C. Respondents deny the allegations of paragraphs number 14 and 15 of the Complaint as amended, and all parties agree that the issue to be decided is whether Respondents by the actions set forth in paragraphs number "12" and "13" of the Consolidated Complaint, as amended, violated Section 8(b)(1)(B) and Section 2(6) and (7) of the Act.

II.

A. Respondent System Council U-4, an unincorporated association, as set out hereafter, is a labor organization within the meaning of Section 2(5) of the Act. It is,

and at all times material hereto was engaged in representing certain employees of Florida Power & Light Company (hereinafter called FP & L), throughout FP & L's operation in the State of Florida, and is, and at all times material hereto was an agent of Respondent Local Unions. System Council U-4 is, and at all times material hereto, was composed of certain local unions of the International Brotherhood of Electrical Workers, AFL-CIO, to wit: Locals, 359, 622, 627, 641, 759, 820, 1042, 1066, 1191, 1263 and 1908, all labor organizations within the meaning of Section 2(5) of the Act. The said locals are engaged exclusively in representing certain employees of FP & L. The principal officer and agent of each Respondent Local Union, to wit: its President, is a member of the Executive Board of Respondent System Council U-4. Respondent System Council U-4 maintains an office and principal place of business at 430 West 66th Street, Arcade 12, Hialeah, Florida, from which office and principal place of business Respondent System Council U-4 conducts business throughout the State of Florida and more particularly in the identical counties in which FP & L conducts business.

B. On October 22, 1969, Respondent labor organizations commenced an economic strike against FP & L. Said strike continued to December 29, 1969. Throughout the strike, Respondent Local Unions maintained picket lines at all, or substantially all, FP & L operational locations. Picket signs carried by pickets stated: "IBEW Local _____ On Strike Against FP & L." The numerical designation of the Local on the picket sign varied depending upon which Local represented the employees in the particular locality.

C. Following notification of charges filed, and notification of a Trial Board hearing, the individuals named in paragraph 7 of the Complaint were advised of the Local Union's decision with reference to the findings of violations, as set forth hereafter. The references below to violations of specific numbered Sections are to Sections of the International Constitution (Ex. 5) as adopted by the System Council By-Laws (Ex. 3):

Name	Sections Violated	Findings & Discipline	Present Status
H. E. Weatherly	Article XXVII Section 1, (3), (10) and (21)	Guilty Fined \$6,000	Appeal taken & fine set aside completely.
M. R. Weeks	Article XXVII Section 1, (3), (10) and (21)	Guilty, Fined \$6,000	Weeks did not appeal.
C. E. Baker	Article XXVII Section 1, (3), (10) and (21)	Guilty, Fined \$6,000	Baker did not appeal.
Dan Bigelow	Article XXVII Section 1, (3), (10) and 21)	Guilty, Fined \$6,000	Bigelow did not appeal.
R. T. Horne	Article XXVII Section 1, (3), (10) and (21)	Guilty, Fined \$6,000 Reduced \$500 Remaining fine \$5500	No appeal.
O. M. Brannon	Article XXVII Section 1, (3), (10) and (21)	Guilty, Fined \$500 Reduced \$400 Remaining fine \$100	No appeal.

F. D. Fishel	Article XXVII Section 1, (3), (10) and (21)	Guilty, Fined \$6,000 Reduced \$5500 Remaining fine \$500	No appeal.
T. R. Brandewie	Article XXVII Section 1, (3), (10) and (21)	Guilty, Fined \$6,000 No Reduction	No appeal.
E. W. Jones	Article XXVII Section 1, (3), (10) and (21)	Guilty, Fined \$500 Reduced \$400 Remaining fine \$100	No appeal.
C. A. Norris	Article XXVII Section 1, (3), (10) and (21)	Guilty, Fined \$500 Reduced \$400 Remaining fine \$100	No appeal.
C. A. Pearsall	Article XXVII Section 1, (3), (10) and (21)	Guilty, Fined \$500 Reduced \$400 Remaining fine \$100	No appeal.
J. E. Bryan	Article XXVII Section 1, (3), (10) and (21)	Guilty, Fined \$500 Reduced \$400 Remaining fine \$100	Appealed, Appeal denied.
H. D. Stephens	Article XXVII Section 1, (3), (10) and (21)	Guilty, Fined \$500 Reduced \$400 Remaining fine \$100	Appealed, Appeal denied.

Name	Sections Violated	Findings & Discipline	Present Status
C. J. Rutledge	Article XXVII Section 1, and (21)	Guilty, Fined \$1500 Suspended from union for 3 years	Appealed, Appeal denied; Judgment modified on appeal to reduce fine from \$1500 to \$100, and suspension set aside.
Richard Ackerman	Article XXVII Section 1, (3), (9), (10) and (21)	Guilty, Fined \$1,000 Expelled	No appeal.
Ernest Beasley, Jr.	Article XXVII Section 1, (3), (9), (10) and (21)	Guilty, Fined \$1,000 Expelled	No appeal.
Fred Davis	Article XXVII Section 1, (3), (9), (10) and (21)	Guilty, Fined \$1,000	No appeal.
Joseph L. Helmich	Article XXVII Section 1, (3), (9), (10) and (21)	Guilty, Fined \$1,000 Expelled	No appeal.

Frank Henderson	Article XXVII Section 1, (3), (9), (10) and (21)	Guilty, Fined \$1,000 Expelled	No appeal.
R. P. Norman	Article XXVII Section 1, (3), (9), (10) and (21)	Guilty, Fined \$1,000 Expelled	No appeal.
S. V. Wanklyn	Article XXVII Section 1, (3), (9), (10) and (21)	Guilty, Fined \$1,000 Expelled	No appeal.
C. W. Bingham	Article XXVII Section 1, (3), (9), (10) and (21)	Guilty, Fined \$1,000 Expelled	No appeal.
E. F. Borchardt	Article XXVII Section 1, (3), (9), (10) and (21)	Guilty, Fined \$1,000 Expelled	No appeal.
William Cole	Article XXVII Section 1, (3), (9), (10) and (21)	Guilty, Fined \$1,000 Expelled	No appeal.

Name	Sections Violated	Findings & Discipline	Present Status
J. T. Hardy, Jr.	Article XXVII Section 1, (3), (9), (10) and (21)	Guilty, Fined \$1,000 Expelled	No appeal.
C. E. Stout, Jr.	Article XXVII Section 1, (3), (9), (10) and (12)	Guilty, Fined \$1,000 Expelled	No appeal.
Frank Ludlow	Article XXVII Section 1, (3), (9), (10) and (21)	Guilty, Fined \$1,000 Expelled	No appeal.
P. Den Bleyker	Article XXVII Section 1, (3), (9), (10) and (21)	Guilty, Fined \$1,000 Expelled	No appeal.
Earl Guyaux	Article XXVII Section 1, (3), (9), (10) and (21)	Guilty, Fined \$1,000 Expelled	No appeal.

T. D. Burkett	Article XXVII Section 1, (3), (9), (10) and (21)	Guilty, Fined \$1,000 Expelled	No appeal.
W. B. Hoffman	Article XXVII Section 1, (3), (9), (10) and (21)	Guilty, Fined \$1,000 Expelled	Appealed; Appeal denied.
L. E. Jones	Article XXVII Section 1, (3), (9), (10) and (21)	Guilty, Fined \$1,000 Expelled	No appeal.
R. W. LaRoche	Article XXVII Section 1, (3), (9), (10) and (21)	Guilty, Fined \$1,000 Expelled	Appealed; Appeal denied.
L. H. Grubbs	Article XXVII Section 1, (3), (9), (10) and (21)	Guilty, Fined \$1,000 Expelled	No appeal.
H. E. Hardee	Article XXVII Section 1, (3), (9), (10) and (21)	Guilty, Fined \$1,000 Expelled	No appeal.

Name	Sections Violated	Findings & Discipline	Present Status
Stanley Hutcheson	Article XXVII Section 1, (3), (9), (10) and (21)	Guilty, Fined \$1,000 Expelled	No appeal.
Charles Pogel	Article XXVII Section 1, (3), (9), (10) and (21)	Guilty, Fined \$1,000 Expelled	No appeal.
T. W. Norton	Article XXVII Section 1, (3), (9), (10) and (21)	Guilty, Fined \$1,000 Expelled	No appeal.
Claude Overfelt	Article XXVII Section 1, (3), (9), (10) and (21)	Guilty, Fined \$1,000 Expelled	No appeal.
R. O. Stamps	Article XXVII Section 1, (3), (9), (10) and (21)	Guilty, Fined \$1,000 Expelled	No appeal.
Everett Weeks	Article XXVII Section 1, (3), (9), (10) and (21)	Guilty, Fined \$1,000 Guilty,	No appeal.

No appeal.

Expelled from
the Union

Article XXVII
Section 1,
(3) and (21)

William S. Doughty

D. All individuals listed in paragraph number 7(d) of the Complaint were charged in accordance with the IBEW Constitution and tried by Respondent Local 759 with, *inter alia*, performing bargaining unit work for FP & L during the strike described in paragraph number 10 of the Complaint. They were found guilty of such charges. Additionally, C. J. Rutledge, who is named in paragraph 7(c) of the Complaint, was charged in accordance with the IBEW Constitution and tried by Respondent Local 622 with, *inter alia*, performing bargaining unit work for FP & L during the strike described in paragraph number 10 of the Complaint. He was found guilty of such charges. Further, J. E. Bryan and H. D. Stephens, who are named in paragraph 7(b) of the Complaint, were charged in accordance with the IBEW Constitution and tried by Respondent Local 820 with, *inter alia*, performing bargaining unit work for FP & L during the strike described in paragraph number 10 of the Complaint. They were likewise found guilty of such charges.

E. The following individuals occupied bargaining unit positions until the date set forth below opposite the respective name, after which they became "Temporary Assistant Supervisor," an established non-bargaining unit supervisory position within the meaning of Section 2(11) of the Act. As "Temporary Assistant Supervisor" they supervised bargaining unit personnel:

R. T. Horne	—Complaint Paragraph 7(b)—	6/ 7/69
T. R. Brandewie	—Complaint Paragraph 7(b)—	10/18/69
C. J. Rutledge	—Complaint Paragraph 7(c)—	9/13/69
W. S. Doughty	—Complaint Paragraph 7(e)—	10/18/69

William Doughty announced his promotion to the position of supervisor on October 16, 1969, six days before the strike, by indicated letter dated January 18, 1970, addressed to Executive Board Local #1263, Palatka, Florida, 32077 (Ex. 6).

While the company records show that C. J. Rutledge was appointed to the position of Temporary Assistant Supervisor on 9/13/69, he worked prior to the strike in that capacity only as a *relief* Temporary Assistant Super-

visor. Rutledge was on vacation prior to the strike and returned to work on Monday, October 20, 1969, and only assumed full-time duties of a Temporary Assistant Supervisor beginning on October 20, 1970.

The term "Temporary" in Temporary Assistant Supervisor indicates a probationary position, not permanent, because these employees were on probation in that capacity, with no guarantee that they would keep such position, and many times in the past were returned to bargaining unit positions.

F. The below-named individuals (all of whose names appear in paragraph 7(d) of the Complaint) at all times material hereto were supervisors within the meaning of Section 2(5) of the Act. In such supervisory capacity however, they did not adjust grievances of, or supervise bargaining unit personnel, but adjusted grievances of, and supervised non-bargaining unit personnel only:

R. Ackerman

W. B. Hoffman

L. H. Grubbs

G. Certain of the individuals named in paragraph number 7(d) of the Complaint were not active members of any Local Union at variously, the time of the strike or during the strike or at the time of discipline. The union membership status of those individuals is as follows:

1. *P. D. Bleykar*; honorary withdrawal from Local Union 759 in March 1969 and dropped from Local Union rolls August 1969. Was not a member of the Local or International Union, but did have the right, because of honorary withdrawal, of re-joining Local Union at any time he was in good standing. Under the practice that existed, he continued to pay fees to the System Council U-4 Death Benefit Fund.

2. *E. Guyaux*; honorary withdrawal from Local Union 759 in December 1967 and dropped from Local Union rolls June 1968. Was not a member of the Local or International Union, but did have the right, because of honorary withdrawal, of re-joining Local Union at any time he was in good standing. Under the practice that

existed, he continued to pay fees to the System Council U-4 Death Benefit Fund.

3. *L. H. Grubbs*; honorary withdrawal from Local Union 759 in August, 1958, and dropped from Local Union 759's rolls about that time. Was not a member of the Local or International Union, but did have the right, because of honorary withdrawal, of re-joining Local Union at any time he was in good standing.

4. *J. E. McLeod*; honorary withdrawal from Local Union 759 in June 1969 and dropped from Local Union rolls December 1969. Was not a member of the Local or International Union, but did have the right, because of honorary withdrawal, of re-joining Local Union at any time he was in good standing. Under the practice that existed, he continued to pay fees to the System Council U-4 Death Benefit Fund.

5. *Robert Rogers*; honorary withdrawal from Local Union 759 in February 1969 and dropped from Local Union rolls August 1969. Was not a member of the Local or International Union, but did have the right, because of honorary withdrawal, of re-joining Local Union at any time he was in good standing. Under the practice that existed, he continued to pay fees to the System Council U-4 Death Benefit Fund.

6. *H. V. Johnson*; honorary withdrawal from Local Union 759 in 1968 and dropped from Local Union rolls at that time. Was not a member of the Local or International Union, but did have the right, because of honorary withdrawal, of re-joining Local Union at any time he was in good standing. Under the practice that existed, he continued to pay fees to the System Council U-4 Death Benefit Fund.

7. *W. M. Smith*; honorary withdrawal from Local Union 759 in 1969 and dropped from Local Union rolls April 1970. Was not a member of the Local or International Union, but did have the right, because of honorary withdrawal, of re-joining Local Union at any time he was in good standing. Under the practice that existed, he continued to pay fees to the System Council U-4 Death Benefit Fund.

H. A provision of the International Constitution, to wit: Article XII, pp. 30 *et seq.*, requires that an applicant for union pension benefits must have been in continuous good standing for specified periods of time, otherwise eligibility for pension benefits ceases. All individuals named in paragraph 7 of the Complaint are not in good standing and cannot re-apply to the Local or International Union for admission or an arrangement whereby they would be entitled to International pension benefits solely because of the herein complained of discipline imposed by Respondents.

I. A provision of the System Council U-4 Death Benefit Fund Articles of Incorporation and By-Laws, to wit: Article III, pp. 8 *et seq.*, states that benefits are available only to members in good standing of one of the Local Unions comprising System Council U-4. This has been applied and interpreted to include those who were once members in good standing of the Local Unions in the System Council, but who left on an honorary basis. Those individuals named in paragraph 7 of the Complaint and referred to in paragraphs numbered 13(b), 13(c), 13(d) and 13(e) of the Complaint lost their good standing in their particular Respondent Local Union solely because of the herein complained of discipline imposed by the Respondents, and therefore are not deemed eligible for participation in the System Council U-4 Death Benefit Fund.

III.

A. Included in the bargaining unit are the individuals filing the following work classifications:

Division Load Dispatcher
 Watch Engineer
 Maintenance Foreman
 Chief Electrician
 Mobil Unit Foreman
 Line Foreman

Construction Foreman
Meter Foreman
Substation Maintenance Foreman
Distribution Dispatcher
Itinerant Line Foreman
Itinerant Construction Foreman
Itinerant Substation Maintenance Foreman
Equipment Repair Foreman
Communications and Battery Man

The parties stipulate that the aforeclassified individuals are supervisors within the meaning of Section 2(11) of the Act, to wit: that they have the authority, in the interest of the Employer, to hire, transfer, suspend, lay-off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibility to direct them, or to adjust their grievances, or effectively to recommend such action, and the exercise of such authority is not of a merely routine or clerical nature. In such capacity, they have authority to, and do, adjust grievances of bargaining unit personnel.

B. During the strike, employees within the aforementioned work classifications (III A, above), crossed picket lines established by the Respondents and other Unions affiliated in the System Council. These supervisory employees performed some bargaining unit work for the Charging Party. Respondents and the other Unions affiliated in the System Council brought charges against supervisors in these classifications for crossing the picket line and for performing some bargaining unit work for the Employer. In the proceedings stemming of these Union charges, some of these employees were found guilty and disciplined by Respondents and the affiliated Unions in the System Council. The Charging Party did not file charges with the Board charging the Act was violated because of the Union discipline meted out to the supervisors in the work classifications described in III A, above.

IV.

At all times that the parties have had a collective-bargaining relationship, including the times material herein, neither FP & L nor Respondents required supervisors to become union members or withdraw from the Union. The retention of membership in the Union by supervisors was voluntary, and neither FP & L nor Respondents influenced them in this retention.

V.

The parties stipulate that the following documents shall be admitted in evidence without limitation and for all purposes:

- Exhibit 1: Collective bargaining agreement for period 2/17/67—9/3/69.
- Exhibit 2: Collective bargaining agreement for period 1/14/70—10/31/71.
- Exhibit 3: System Council U-4 By-Laws.
- Exhibit 4: System Council U-4 Death Benefit Plan.
- Exhibit 5: IBEW International Constitution.
- Exhibit 6: January 18, 1970 letter from W. S. Doughty to Executive Board, Local Union #1263.

VI.

The parties agree that the charges, Consolidated Complaint, Amendment to Consolidated Complaint, and the "Stipulation," constitutes the entire record in the cases and that no oral testimony is necessary or desired by any of the parties. The parties further stipulate that they waive a hearing before a Trial Examiner, the making of findings of fact and conclusions of law by a Trial Examiner, and the issuance of a Trial Examiner's Decision; and desire to submit these cases for findings of facts, conclusions of law, and order directly by the Board.

In the event the Board receives this Stipulation, the parties request that the Board set a time for the filing of briefs.

VII.

This Stipulation is made without prejudice to any objection that any party may have as to the materiality, relevancy, or competency of any facts stated herein.

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS SYSTEM
COUNCIL U-4, and the Following
Affiliates thereof:

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS LOCAL
UNION No. 641

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS LOCAL
UNION No. 622

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS LOCAL
UNION No. 759

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS LOCAL
UNION No. 820

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS LOCAL
UNION No. 1263

Dated: _____ By: _____
(Seymour A. Gopman, Attorney
for above-named Respondents)
FLORIDA POWER & LIGHT
COMPANY

Dated: 11/12/70 By: Ray C. Muller
(RAY C. MULLER, Attorney for
Charging Party)
COUNSEL FOR THE GENERAL
COUNSEL

Dated: _____ By: _____
(Robert L. Westheimer, Attorney)

MEMORANDUM OF AGREEMENT

AGREEMENT, made and entered into this 28 day of August, 1953, as amended and changed May 20, 1954, as amended and changed September 28, 1955, as amended and changed November 2, 1956, as amended and changed December 30, 1957, as amended and changed February 11, 1959, as amended and changed December 21, 1960, as amended and changed April 10, 1963, as amended and changed March 16, 1965, and as amended and changed February 17, 1967, by and between the FLORIDA POWER & LIGHT COMPANY, its successors or assigns, (hereinafter called the "Company") and THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS AFL-CIO through its System Council U-4 comprising

LOCAL UNIONS

- No. 359—Miami
- No. 622—Lake City
- No. 627—Fort Pierce
- No. 641—Punta Gorda
- No. 759—Fort Lauderdale
- No. 820—Sarasota and Bradenton
- No. 1042—Sanford
- No. 1066—Daytona Beach
- No. 1191—West Palm Beach
- No. 1263—Palatka and St. Augustine
- No. 1908—Cocoa

(hereinafter called the "Union"), as the exclusive bargaining representative for employees of the Company in the payroll classifications listed in Exhibit 'A' attached hereto, now or hereinafter employed by the Company during the term of this Agreement.

ARTICLE I

GENERAL CONDITIONS

1. RECOGNITION AND REPRESENTATION

The Company recognizes the right of its employees to organize and to bargain collectively through representatives of their own choosing. The Union is hereby recognized as the exclusive collective bargaining representative with respect to rates of pay, hours of work, and other conditions of employment for all employees of the Company working in the classifications listed in Exhibit 'A' attached hereto, except as otherwise provided in Paragraph 3 hereinafter. The Company agrees to meet and deal with the duly accredited officers, committee or representatives of the Union on all matters covered by the terms of this Agreement.

* * * *

3. STUDENT ENGINEERS — EMPLOYEES WITH SPECIAL EXPERIENCE

A reasonable number of Co-op Students, and a number of Student Engineers not in excess of 1% of the bargaining unit at any one time, may be assigned to work with a bargaining unit employee at different occupations within the bargaining unit as part of a training period. While so employed, such employees shall neither be affected by the terms of this Agreement nor shall their employment affect the status of other employees covered by this Agreement. Any individual Co-op student will not be assigned to any job or classification covered by this Agreement for a period in excess of six months at a time. A Student Engineer will not be assigned to any job or classification covered by this Agreement for a period in excess of three months.

A Co-op student is an employee who spends part of the year attending a college or university and the remainder of the year working for the Company under the provisions of a Co-op Training Program. A Student Engineer is a college graduate or other specially trained full-time

employee who is assigned to various duties as outlined above in the course of an orientation-training program.

* * * *

4.1 COMPANY-FOREMAN RELATIONSHIP

It is agreed that all promotions to and demotions from classifications in the wage bracket of Distribution Dispatcher (FL-WB) and above, as shown in Exhibit 'A', will not be subject to the arbitration step provided in the Agreement. It is further agreed that employees in such classifications have definite management responsibilities and are the direct representatives of the Company at their level of work. Employees in these classifications and any others in a supervisory capacity are not to be jacked up or disciplined through Union machinery for the acts they may have performed as supervisors in the Company's interest. The Union and Company do not expect or intend for Union members to interfere with the proper and legitimate performance of the Foreman's management responsibilities appropriate to their classification. It is further agreed that the inclusion in the bargaining unit of the employees in the wage bracket of Distribution Dispatcher (FL-WB) and above, and any others who may be in a bona fide supervisory capacity, shall not preclude the Company from having direct communication with such supervisory personnel to the same extent as if they were not included in the bargaining unit.

* * * *

6. EMPLOYEES ILLNESS—DEATH IN FAMILY

(a) An employee who is absent due to bona fide illness will be paid in any given year, dating from anniversary date of employment, to the extent required by his illness, except illness due to employee's use of alcohol, as follows:

- (1) One (1) week after six months' continuous service;
- (2) Two (2) weeks after one years' continuous service;

(3) Three (3) weeks after three years' continuous service;

(4) Four (4) weeks after four years' continuous service;

(6) Six (6) weeks after five years' continuous service;

(6) Eight (8) weeks after ten years' continuous service.

Full or partial payment of wages covering absences outside the above limits may be granted in deserving cases upon the recommendation of the Department Head and the approval of a Vice President of the Company.

(b) To such extent the employee shall be paid his salary for each regular scheduled work day lost up to eight (8) hours because of such bona fide illness. Pay for bona fide illness shall not be cumulative and no employee shall receive sick leave pay for more than forty (40) hours in any one week.

(c) Upon specific abuse the Company may require the employee to furnish to the Company a certificate from a competent physician before payment will be made for such illness. If the employee claims pay for illness without just cause, or accepts employment elsewhere during such illness, he shall be subject to disciplinary action.

(d) In case of death of an employee's Mother, Father, Foster Parents, Brother, Sister, Wife, Husband, Son, Daughter, Mother-in-law, or Father-in-law, he shall be allowed reasonable and necessary time to attend the funeral up to three (3) days' leave without loss in his regular pay.

(e) In case of serious illness of an employee's Mother, Father, Foster Parents, Brother, Sister, Wife, Husband, Son or Daughter, he shall be allowed reasonable

* * * *

16. BREAK IN SENIORITY—CONTINUOUS SERVICE

The seniority of any employee shall terminate under any of the following conditions:

- (a) When laid off for a period of more than twelve (12) months.
- (b) When an employee temporarily laid off fails to return to work within fifteen (15) calendar days after written notice by registered mail to his last known address, requesting such return, or if such employee fails to notify the Company within forty-eight (48) hours after written notice has been delivered to him of his intention to return to work within fifteen (15) calendar days.
- (c) When an employee resigns his employment with the Company (except as provided in Paragraph 51).
- (d) When an employee is discharged for just cause.
- (e) Continuous service as used for determining vacations, employee illness, and employee injury allowances, shall not be affected by lay-offs of less than twelve (12) months' duration.

17. QUALIFICATIONS FOR FILLING VACANCIES

In the filling of any jobs, vacancies, and making promotions (the word "promotion" shall mean advancement to a higher job classification), seniority as defined in Paragraph 15 shall be given full consideration and where ability, skill and qualifications are reasonably equal, seniority, as defined in Paragraph 15, shall control. Final determination of such qualifications shall be made by the Company except that any dispute which may arise in connection with any such matter shall be handled in accordance with the provisions of Article IV of this Agreement. Any employee who is promoted or transferred shall be given a reasonable time to acquaint himself with the job

* * * *

22. DISCHARGE FOR CAUSE

If the Union believes any discharge of an employee for cause to be in violation of the terms of this Agreement,

the matter shall be considered a grievance and shall be handled as provided in Article IV of this Agreement; and the Board of Arbitration, in cases where it determines that an employee has been discharged in violation of the terms of this Agreement, may make an award to such an employee for all time lost and the employee shall be reinstated to his former position without any loss of seniority.

ARTICLE III

MAINTENANCE OF MEMBERSHIP

23. MAINTENANCE OF MEMBERSHIP

All employees covered by this Agreement who, on August 28th, 1953, are members of the Union in good standing in accordance with the constitution and by-laws of the Union, and all employees covered by this Agreement who thereafter become members shall as a condition of employment keep their monthly dues and regular assessments paid up in the Union for the duration of this Agreement.

24. EXPLANATORY NOTICE

Immediately after the execution of this Agreement the Company and the Union shall post and continue to keep posted on the Company's various bulletin boards for the duration of this Agreement, explanation of the above Maintenance of Membership provision in the form attached to this Agreement and marked Exhibit 'B'.

25. GRIEVANCE AS TO APPLICATION

If any dispute of any nature arises as to the application of any provision of this Article to any employee, the matter shall be regarded as a grievance and submitted to the grievance procedure as provided in Article IV of this Agreement.

ARTICLE IV

GRIEVANCES—CONFERENCES—ARBITRATION

26. GRIEVANCES DEFINED

A grievance is hereby defined as a violation of the terms of this Agreement or any type of supervisory conduct which unjustly denies to any employee his job or any benefit arising out of his job and notice of which has been given in writing within six (6) calendar weeks after its occurrence.

27. GRIEVANCE HANDLING PROCEDURE

(a) Should any difference arise between an employee covered by this Agreement and a representative of the Company, the employee and/or the Job Steward shall discuss such difference informally with the immediate supervisor for the purpose of settling differences in the simplest and most direct manner in order to avoid grievances. If, after these discussions, a difference still exists involving a matter referred to in Paragraph 26, unless by mutual agreement in writing signed by both parties another procedure is adopted, such matter shall be taken up in the following manner:

First: The matter may become a formal grievance if reduced to writing, signed by the party making the grievance and taken up with the immediate supervisor within six (6) calendar weeks after its occurrence.

Second: If any matter is not settled in the first step within ten (10) days, the Business Manager of the Union and the Vice President in charge of Operations or such representative as either may designate, shall discuss the matter further. The Supervisor and the Local Union Representative may be included in these discussions.

Third: Any matter not settled as provided in the second step above shall within thirty (30) days after disposal in the first step above be referred to the President of the Company, or his personal representative, and the Business Manager of the Union and the System Commit-

tee (which the Union agrees shall consist of not more than four (4) members). A representative of the International President may also be included in this step.

Fourth: Should any matter that has been referred to representatives of the parties, as provided in the third step above, not be satisfactorily adjusted within thirty (30) days from the date of such referral, either party may within sixty (60) days from date of such referral demand arbitration of the matter by giving written notice to the other. Upon the Union requesting arbitration, all such grievances which are not settled within sixty (60) days from the date that No Agreement is reached in the Second Step on the first such grievance not settled within that period may be grouped for submission to a single Arbitration Board regardless of the issues involved. In cases where the time limit is extended for handling in the Third Step, such time limit extensions will be added to the 60 day period.

(b) A grievance of a general nature or a grievance on the interpretation of the Agreement which is brought by someone other than an aggrieved employee and is not confined to an individual employee or group of employees in a particular location shall be brought as a grievance of the Union. The Business Manager, or his representative, shall present such grievance in writing to the Vice President in charge of Operations or such representative as he may designate. In the event such grievance is not disposed of within thirty (30) days after presentation, it may be referred to the parties as provided in the third step of the grievance handling procedure.

(c) When any favorable or unfavorable incident occurs to an employee, a record of which is made by the Company, he will be furnished a copy of same, within four (4) weeks of its occurrence, in order that he may have an opportunity to correct the record. If this provision is not complied with, no such incident will be considered in applying disciplinary action nor will it be used against an employee in grievance or arbitration procedure.

28. ARBITRATION BOARD—POWERS

(a) Within ten (10) days after written notice is given by either party requesting arbitration as provided in Paragraph 27, the matter shall be referred to a temporary Board of Arbitration consisting of one member designated by the Company, one member designated by the Union and a third member to be selected by these two members. In the event one of the parties refuses or fails to so designate its representatives, then the party in default shall forfeit its case. In the event the members of the Board of Arbitration fail to select a third member within three (3) days, the parties shall jointly request the American Arbitration Association to appoint the third member, both parties to be bound by such appointment. In the event one of the parties refuses or fails to join in such request, then the party in default shall forfeit its case. The majority decision of the Board of Arbitration shall be final and binding on both parties hereto.

(b) The Board of Arbitration shall be governed wholly by the terms of this Agreement and shall have no power to add to or change its terms, nor shall the Board of Arbitration be authorized to pass on matters which are not properly grievances as defined herein.

29. ARBITRATION BOARD—INTERPRETATION OF WAGE SCHEDULES

When the dispute involves interpretation of wage schedules or promotions, any decision of the Arbitration Board shall not, in any case, be retroactive prior to the date on which the dispute originated.

30. ARBITRATION BOARD—EXPENSES

Each party shall defray the expenses of its own member of the Board of Arbitration, together with any expense in presenting its own case. The fee and expenses of the third member of the Board, if any, shall be borne equally by the parties, together with any incidental or general expenses in connection with the arbitration, mu-

tually agreed upon in advance. If the member of the Board designated by the Union is an employee of the Company, necessary time off required to attend such arbitration proceedings shall be allowed without pay.

31. CESSATION OF WORK—DISCHARGE IF GRIEVANCE PROCEDURE NOT FOLLOWED

Cessation of work or refusal to work by any employee on account of any grievance or alleged grievance of any employee if the grievance procedure above set forth has not been fully complied with by the employee or employees or their representatives, shall constitute grounds for discharge or suspension of such employee. Nothing in this paragraph shall abridge the rights of any employee as set forth in Paragraph 45 relating to Safety.

32. EMPLOYEES—TIME OFF FOR MEETING—PAY

(a) Employees of the Company, members of the Union's Committee representing any of the Local Unions above mentioned, will be allowed time off without loss of pay from regular scheduled work to attend any scheduled meeting with Company representatives, however, in the event such meetings extend beyond the usual working hours or are scheduled outside of the regular working hours, no compensation shall be paid by the Company for time outside of regular working hours and working days.

(b) The Union agrees that insofar as possible, the Local Steward will handle any matters with the local supervisory personnel and not more than three (3) employees (except in the Miami Electric Distribution Department and the System Committee not more than four (4) employees) will be allowed time off without loss of pay under this paragraph.

ARTICLE V

HOURS OF WORK—WORKING CONDITIONS—
RATES OF PAY

* * * *

52. EMPLOYEES—PROMOTIONS OR POSITIONS
OUTSIDE AGREEMENT—REINSTATEMENT

Any employee accumulating seniority rights under Agreement between the parties hereto, who has been or who may in the future be promoted to or assigned to a position in the Company not covered by this Agreement, shall upon his retirement in good standing from said position be reinstated to his former position, or one equivalent thereto or to a lower position, with full seniority rights (just as though he had continued to work under the Agreement) in the department of the Company in which he was formerly employed, provided he presents himself for reinstatement within thirty (30) days from the date of his retirement from said position, and is still qualified both physically and mentally and has the skill and other qualifications to perform the work required. During the period of such promotion or assignment, the employee shall not have a right to bid on jobs covered by this Agreement. Retirement may be effected upon request of either the employee or the Company.

53. EMPLOYEES' ADDRESSES

All employees covered by this Agreement shall keep their working headquarters informed at all times of their home or living quarters address so that they may be reached promptly in the event of an emergency requiring their services.

ARTICLE VI

TERM, EXTENSION AND MODIFICATION

54. APPROVAL, EFFECTIVE DATE AND TERM

(a) This Agreement, as amended, when signed by the Company and the Union and

* * * *

55. CHANGES AND TERMINATION

Either party may request changes in this Agreement or may terminate this Agreement on September 30, 1969 or on any September 30 anniversary date thereafter by notifying the other at least sixty (60) days prior to September 30, 1969 or September 30 of any year thereafter.

* * * *

EXHIBIT 'A'

HOURLY WAGE SCHEDULES

Production Department
System Operation

Classification	Effective 9-24-66		Effective 4-05-68		Effective 4-05-69		Increase Each 6 Mos.
	Min.	Max.	Min.	Max.	Min.	Max.	
Division Load Dispatcher (ME) (S)	\$4.47	\$4.63	\$4.64	\$4.80	\$4.81	\$4.97	4c
Division Load Dispatcher (PG-SN-WB) (S)	4.21	4.47	4.48	4.64	4.65	4.81	4c
Substation Operator (S)	3.76	3.96	3.93	4.13	4.10	4.30	5c

PLANT OPERATION

Watch Engineer (AA) (S)	\$4.27	\$4.43	\$4.44	\$4.60	\$4.61	\$4.77	4c
Control Center Operator (S)	4.01	4.17	4.18	4.34	4.35	4.51	4c
Switchboard Operator (S)	3.76	3.96	3.93	4.13	4.10	4.30	5c
Turbine Operator (S)	3.76	3.96	3.93	4.13	4.10	4.30	5c
Fireman (S)	3.76	3.96	3.93	4.13	4.10	4.30	5c
Boiler Attendant (S)	3.65	3.81	3.82	3.98	3.99	4.15	4c
Auxiliary Equipment Operator (S)	3.08	3.36	3.18	3.46	3.28	3.56	4c

Classification	Effective 9-24-66		Effective 4-05-68		Effective 4-05-69		Increase Each 6 Mos.
	Min.	Max.	Min.	Max.	Min.	Max.	
PLANT MECHANICAL MAINTENANCE AND CONSTRUCTION							
Maintenance Foreman	\$4.27	\$4.43	\$4.44	\$4.60	\$4.61	\$4.77	4c
Machinist	3.90	4.06	4.07	4.23	4.24	4.40	4c
Mechanic	3.76	3.96	3.93	4.13	4.10	4.30	5c
Apprentice Mechanic	3.08	3.36	3.18	3.46	3.28	3.56	4c

PLANT ELECTRICAL MAINTENANCE
AND CONSTRUCTION

Chief Electrician	\$4.27	\$4.43	\$4.44	\$4.60	\$4.61	\$4.77	4c
Electrician	3.76	3.96	3.93	4.13	4.10	4.30	5c
Apprentice Electrician	3.08	3.36	3.18	3.46	3.28	3.56	4c

(1) PLANT RESULTS

Instrument Mechanic	\$3.76	\$3.96	\$3.93	\$4.13	\$4.10	\$4.30	5c
Apprentice Instrument Mechanic	3.08	3.36	3.18	3.46	3.28	3.56	4c

TINCKANTS

Instrument Mechanic	\$3.76	\$3.96	\$3.93	\$4.13	\$4.10	\$4.30	5c
Instrument Apprentice Mechanic	3.08	3.36	3.18	3.46	3.28	3.56	4c
Instrument Electrician	3.76	3.96	3.93	4.13	4.10	4.30	5c
Instrument Apprentice Electrician	3.08	3.36	3.18	3.46	3.28	3.56	4c
Instrument Instrument Mechanic	3.76	3.96	3.93	4.13	4.10	4.30	5c
Instrument Apprentice Instrument Mechanic	3.08	3.36	3.18	3.46	3.28	3.56	4c

Page Fifty-Four

Classification	Effective 9-24-66		Effective 4-06-68		Effective 4-05-69		Increase Each 6 Mos.
	Min.	Max.	Min.	Max.	Min.	Max.	
PLANT CLERICAL							
Operations Clerk "A"	\$3.43	\$3.55	\$3.53	\$3.65	\$3.63	\$3.75	4c
Operations Clerk "B"	2.89	3.01	2.97	3.09	3.05	3.17	4c
Operations Clerk "B" - Steno	2.89	3.01	2.97	3.09	3.05	3.17	4c
CLASS "A" PLANTS							
Plant Foreman (S)	\$4.16	\$4.32	\$4.33	\$4.49	\$4.50	\$4.66	4c
Watch Engineer (A) - (S)	3.76	3.96	3.93	4.13	4.10	4.30	5c
GENERAL							
Mobile Unit Foreman (S)	\$4.27	\$4.43	\$4.44	\$4.60	\$4.61	\$4.77	4c
Mobile Unit Watch Engineer (S)	3.76	3.96	3.93	4.13	4.10	4.30	5c
Gardener	2.57	2.77	2.65	2.85	2.73	2.93	5c
Truck Driver - Helper	2.47	2.67	2.55	2.75	2.63	2.83	5c
Helper	2.31	2.61	2.39	2.69	2.47	2.77	5c
Janitor	2.15	2.35	2.23	2.43	2.31	2.51	5c
Watchman	2.15	2.35	2.23	2.43	2.31	2.51	5c

Note (1) — It is understood that the Plant Engineers, formerly called Batterment Engineers, will not perform work in the Bargaining Unit. In this connection, it is understood that water testing, calculation of station performance data, the making of efficiency and performance tests on plant equipment, and clerical work in connection therewith may be performed by Non-Bargaining Unit personnel.

EXHIBIT 'A'

HOURLY WAGE SCHEDULES
Transmission-Distribution Department
Maintenance and Construction

Classification	Effective 9-24-66		Effective 4-05-68		Effective 4-05-69		Increase Each 6 Mos.
	Min.	Max.	Min.	Max.	Min.	Max.	
OVERHEAD LINES							
Line Foreman	\$4.27	\$4.43	\$4.44	\$4.60	\$4.61	\$4.77	4c
(1) Working Foreman	4.20	4.36	4.37	4.53	4.54	4.70	4c
Labor Foreman	3.76	3.96	3.93	4.13	4.10	4.30	5c
Lineman	3.80	4.00	3.97	4.17	4.14	4.34	5c
Apprentice Lineman	3.08	3.36	3.18	3.46	3.28	3.56	4c
ELECTRICAL							
UNDERGROUND							
Network Maintenance Man	\$4.01	\$4.17	\$4.18	\$4.34	\$4.35	\$4.51	4c
Cable Splicer	3.98	4.18	4.15	4.35	4.32	4.52	5c
Electrician	3.76	3.96	3.93	4.13	4.10	4.30	5c
Street Light Maintenance Man	3.80	4.00	3.97	4.17	4.14	4.34	5c
Apprentice Cable Splicer	3.29	3.57	3.39	3.67	3.49	3.77	4c

Page Fifty-Five

MECHANICAL

Construction Foreman

Labor Foreman

Repairman "A"

(2) Repairman "B"

Meter Foreman

Laboratory Foreman

Meterman "A"

Apprentice Meterman

Meterman "B"

Meter Installer

Effective

9-24-66

Min.

Max.

Effective

4-06-68

Min.

Max.

Effective

4-05-69

Min.

Max.

Increase

Each

6 Mos.

\$4.27	\$4.43	\$4.44	\$4.60	\$4.61	\$4.77	4c
3.76	3.96	3.93	4.13	4.10	4.30	5c
3.76	3.96	3.93	4.13	4.10	4.30	5c
3.08	3.36	3.18	3.46	3.28	3.56	4c

METER

\$4.27	\$4.43	\$4.44	\$4.60	\$4.61	\$4.77	4c
3.90	4.06	4.07	4.23	4.24	4.40	4c
3.76	3.96	3.93	4.13	4.10	4.30	5c
3.08	3.36	3.18	3.46	3.28	3.56	4c
3.08	3.36	3.18	3.46	3.28	3.56	4c
2.89	3.01	2.97	3.09	3.05	3.17	4c

SUBSTATIONS

(3) Substation Maintenance Foreman

(1) Working Foreman

Electrician

*Patrolman

Apprentice Electrician

\$4.27	\$4.43	\$4.44	\$4.60	\$4.61	\$4.77	4c
4.20	4.36	4.37	4.53	4.54	4.70	4c
3.80	4.00	3.97	4.17	4.14	4.34	5c
3.76	3.96	3.93	4.13	4.10	4.30	5c
3.08	3.36	3.18	3.46	3.28	3.56	4c

Classification

Effective

9-24-66

Min.

Max.

Effective

4-06-68

Min.

Max.

Effective

4-05-69

Min.

Max.

Increase

Each

6 Mos.

SERVICE AND CLERICAL

Distribution Dispatcher (ME) (S)	\$4.27	\$4.43	\$4.44	\$4.60	\$4.61	\$4.77	4c
Distribution Dispatcher (FL-WB) (S)	4.23	4.39	4.40	4.56	4.57	4.73	4c
Assistant Distribution Dispatcher (ME) (S)	3.90	4.06	4.07	4.23	4.24	4.40	4c
Service Dispatcher (DY-FM-SS-CO) (S)	4.01	4.17	4.18	4.34	4.35	4.51	4c
Distribution Inspector	3.90	4.06	4.07	4.23	4.24	4.40	4c
Troubleshooter (S)	3.94	4.10	4.11	4.27	4.28	4.44	4c
Service Dispatcher (PL-SA-SN-CO-SK-MC-IC-TI-ML) (S)	3.76	3.96	3.93	4.13	4.10	4.30	5c
Service Dispatcher (MM)	3.76	3.96	3.93	4.13	4.10	4.30	5c
Serviceman "A"	3.80	4.00	3.97	4.17	4.14	4.34	5c
Dispatcher Clerk	3.50	3.62	3.60	3.72	3.70	3.82	4c
Operations Clerk "A"	3.43	3.55	3.53	3.65	3.63	3.75	4c
C and D Man	3.08	3.36	3.18	3.46	3.28	3.56	4c
Serviceman "B"	3.08	3.36	3.18	3.46	3.28	3.56	4c
Service Clerk (S)	3.07	3.19	3.17	3.29	3.27	3.39	4c
Operations Clerk "B"	2.89	3.01	2.97	3.09	3.05	3.17	4c
Operations Clerk "B" Sleno	2.89	3.01	2.97	3.09	3.05	3.17	4c

Page Sixty-Nine

Classification	Effective 9-24-66		Effective 4-06-68		Effective 4-05-69		Increase Each 6 Mos.
	Min.	Max.	Min.	Max.	Min.	Max.	
ITINERANTS							
Itinerant Line Foreman	\$4.27	\$4.43	\$4.44	\$4.60	\$4.61	\$4.77	4c
Itinerant Working Foreman (OL)	4.20	4.36	4.37	4.53	4.54	4.70	4c
Itinerant Labor Foreman (OL)	3.76	3.96	3.93	4.13	4.10	4.30	5c
Itinerant Lineman	\$3.80	\$4.00	\$3.97	\$4.17	\$4.14	\$4.34	5c
Itinerant Apprentice Lineman	3.08	3.36	3.18	3.46	3.28	3.56	4c
Itinerant Cable Splicer	3.03	4.18	4.15	4.35	4.32	4.52	5c
Itinerant Apprentice Cable Splicer	3.29	3.57	3.39	3.67	3.49	3.77	4c
Itinerant Construction Foreman	4.27	4.43	4.44	4.60	4.61	4.77	4c
Itinerant Labor Foreman (Underground)	3.76	3.96	3.93	4.13	4.10	4.30	5c
Itinerant Repairman "A"	3.76	3.96	3.93	4.13	4.10	4.30	5c
Itinerant Repairman "B"	3.08	3.36	3.18	3.46	3.28	3.56	4c
Itinerant Substation Maintenance Foreman	4.27	4.43	4.44	4.60	4.61	4.77	4c
Itinerant Working Foreman (Substation)	4.20	4.36	4.37	4.53	4.54	4.70	4c
Itinerant Electrician (Substation)	3.80	4.00	3.97	4.17	4.14	4.34	5c
Itinerant Apprentice Electrician (Substation)	3.08	3.36	3.18	3.46	3.28	3.56	4c
Itinerant Serviceman "A"	3.80	4.00	3.97	4.17	4.14	4.34	5c
Itinerant Winch Truck Operator	3.07	3.19	3.17	3.29	3.27	3.39	4c
Itinerant Helper	2.31	2.61	2.39	2.69	2.47	2.77	5c

Classification	Effective 9-24-66		Effective 4-06-68		Effective 4-05-69		Increase Each 6 Mos.
	Min.	Max.	Min.	Max.	Min.	Max.	
TRANSFORMER SHOP AND TOOL ROOM							
Equipment Repair Foreman	\$4.27	\$4.43	\$4.44	\$4.60	\$4.61	\$4.77	4c
Working Foreman	4.16	4.32	4.33	4.49	4.50	4.66	4c
Repairman "A"	3.76	3.96	3.93	4.13	4.10	4.30	5c
Repairman "B"	\$3.08	\$3.36	\$3.18	\$3.46	\$3.28	\$3.56	4c
Apprentice Repairman (Transformer Shop)	3.08	3.36	3.18	3.46	3.28	3.56	4c
COMMUNICATION, CONTROL AND PROTECTIVE EQUIPMENT							
Communications and Battery Man	\$4.27	\$4.43	\$4.44	\$4.60	\$4.61	\$4.77	4c
Electrician	3.76	3.96	3.93	4.13	4.10	4.30	5c
GENERAL							
Winch Truck Operator	\$3.07	\$3.19	\$3.17	\$3.29	\$3.27	\$3.39	4c
Truck Serviceman (S)	3.07	3.19	3.17	3.29	3.27	3.39	4c
Gardener	2.57	2.77	2.65	2.85	2.73	2.93	5c
(4) Truck Driver Helper	2.47	2.67	2.55	2.75	2.63	2.83	5c
Helper	2.31	2.61	2.39	2.69	2.47	2.77	5c
Janitor	2.15	2.35	2.23	2.43	2.31	2.51	5c
Watchman	2.15	2.35	2.23	2.43	2.31	2.51	5c
*Non-climbing Classification							

Note (1)

(a) — Except as provided in the Memorandum of Understanding on Automatic Promotion of Apprentices on Working Foreman Substation Crews dated 4-27-64, the Working Foreman four-man substation crew in the Transmission-Distribution Department will consist of a

Page Sixty-Nine

- Working Foreman, one Journeyman, one Apprentice or one Helper and one Winch Truck Operator or Helper. The Working Foreman four-man overhead line crew in the Transmission-Distribution Department will consist of a Working Foreman, two Journeymen, or one other than as provided for in (b) of this note, and one WFO or Helper. If this crew is increased Working Foreman will be those of a Line Crew Foreman or Substation Maintenance Foreman during such period.
- (b) — On Working Foreman crews the Company may at its discretion add one additional employee in the classification of Winch Truck Operator or lower. On Working Foreman Line Crews, the additional employee may be in a classification higher than WFO provided he is unable to climb due to physical limitations or provided he replaces a journeyman or Apprentice who is unable to climb due to physical limitations.
- (c) — If any additional employees are added to the crews provided under (b) then the duties of a Working Foreman will be those of a Line Crew Foreman or Substation Maintenance Foreman during such period.
- (d) — A Working Foreman will be in charge of a Pole Setting Crew which is not limited to four men.
- Note (2) — Will receive temporary relieving pay as a Repairman "A" when working on vault or street lighting construction or reconstruction involving Journeyman's work and he performs the duties of a Journeyman.
- Note (3) — Will not be required to work with tools when directing a crew which includes more than two (2) Journeymen in addition to himself except for the purpose of instruction.
- Note (4) — With the exception of training assignments, employees in this classification who handle payroll and records of a crew or more than two (2) men shall receive 15¢ per hour additional to their position in the pay scale bracket.
- General — A pole hole digger will be operated by a Journeyman or a Working Foreman where the pole hole digger is a separate operation from the truck.

MEMORANDUM OF AGREEMENT

AGREEMENT, made and entered into this 28 day of August, 1953, as amended and changed May 20, 1954, as amended and changed September 28, 1955, as amended and changed November 2, 1956, as amended and changed December 30, 1957, as amended and changed February 11, 1959, as amended and changed December 21, 1960, as amended and changed April 10, 1963, as amended and changed March 16, 1965, as amended and changed February 17, 1967, as amended and changed August 18, 1969, and as amended and changed January 14, 1970, by and between the FLORIDA POWER & LIGHT COMPANY, its successors or assigns, (hereinafter called the "Company") and THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS AFL-CIO through its System Council U-4 comprising

LOCAL UNIONS

No. 359 — Miami
 No. 622 — Lake City
 No. 627 — Fort Pierce
 No. 641 — Punta Gorda
 No. 759 — Fort Lauderdale
 No. 820 — Sarasota and Bradenton
 No. 1042 — Sanford
 No. 1066 — Daytona Beach
 No. 1191 — West Palm Beach
 No. 1263 — Palatka and St. Augustine
 No. 1908 — Cocoa

(hereinafter called the "Union"), as the exclusive bargaining representative for employees of the Company in the payroll classifications listed in Exhibit 'A' attached here-

to, now or hereinafter employed by the Company during the term of this Agreement.

WITNESSETH:

That the parties hereto agree as follows:

ARTICLE I

GENERAL CONDITIONS

1. RECOGNITION AND REPRESENTATION

The Company recognizes the right of its employees to organize and to bargain collectively through representatives of their own choosing. The Union is hereby recognized as the exclusive collective bargaining representative with respect to rates of pay, hours of work, and other conditions of employment for all employees of the Company working in the classifications listed in Exhibit 'A' attached hereto, except as otherwise provided in Paragraph 3 hereinafter. The Company agrees to meet and deal with the duly accredited officers, committee or representatives of the Union on all matters covered by the terms of this Agreement.

2. PROBATIONARY PERIOD

All new employees employed in any of the classifications in Exhibit 'A' shall be considered employed on a probationary basis for a period of the first six (6) months of continuous employment. During such period such employees shall receive at least the minimum of the rate range of the classification in which they are employed. During the probationary period such employees must show an aptitude for the work in which they are

Page Two

engaged and the ability and desire to advance to the skilled classifications. During this probationary period, the Company may, at its option, transfer, lay off or dismiss such employees. If retained after such period, such employees shall thereafter be considered regular employees and be entitled to all rights and privileges hereunder as such. A probationary employee is neither required to nor prohibited from joining the Union.

3. STUDENT ENGINEERS — EMPLOYEES WITH SPECIAL EXPERIENCE

A reasonable number of Co-op Students, and a number of Student Engineers not in excess of 1% of the bargaining unit at any one time, may be assigned to work with a bargaining unit employees at different occupations within the bargaining unit as part of a training period. While so employed, such employees shall neither be affected by the terms of this Agreement nor shall their employment affect the status of other employees covered by this Agreement. Any individual Co-op student will not be assigned to any job or classification covered by this Agreement for a period in excess of six months at a time. A Student Engineer will not be assigned to any job or classification covered by this Agreement for a period in excess of three months.

A Co-op student is an employee who spends part of the year attending a college or university and the remainder of the year working for the Company under the pro-

Page Three

visions of a Co-op Training Program. A Student Engineer is a college graduate or other specially trained full-time employee who is assigned to various duties as outlined above in the course of an orientation-training program.

4. MANAGEMENT IN COMPANY

The right to hire, promote, suspend, lay off, demote, assign, reassign, discipline, discharge and reemploy employees and the management of the properties of the Company shall be vested exclusively in the Company, and the Company shall have the right to determine how many men it will employ or retain in the operation and maintenance of its business, together with the right to exercise full control and discipline over its employees in the interest of proper service and conduct of its business, subject to any applicable terms of this Agreement.

4.1 COMPANY-FOREMAN RELATIONSHIP

It is agreed that all promotions to and demotions from classifications in the wage bracket of Distribution Dispatcher (FL-WB) and above, as shown in Exhibit 'A', will not be subject to the arbitration step provided in the Agreement. It is further agreed that employees in such classifications have definite management responsibilities and are the direct representatives of the Company at their level of work. Employees in these classifications and any others in a supervisory capacity are not to be sacked up or disciplined through

Union machinery for the acts they may have performed as supervisors in the Company's interest. The Union and the Company do not expect or intend for Union members to interfere with the proper and legitimate performance of the Foreman's management responsibilities appropriate to their classification. It is further agreed that the inclusion in the bargaining unit of the employees in the wage bracket of Distribution Dispatcher (FL-WB) and above, and any others who may be in a bona fide supervisory capacity, shall not preclude the Company from having direct communication with such supervisory personnel to the same extent as if they were not included in the bargaining unit.

5. CONTINUITY OF WORK

It is expressly understood and agreed that the services to be performed by the employees covered by this Agreement, pertain to and are essential to the operations of a public utility, and to the welfare of the public dependent thereon, and in consideration thereof, and of the agreements and conditions herein by the Company to be kept and performed, the Union agrees that the employees covered by this Agreement will not be called upon or permitted to cease or abstain from the continuous performance of the duties pertaining to the positions held by them with the Company, in accord with the terms of this Agreement. The Union further agrees that it will take every reasonable means which are within its powers

to induce employees who are members of the Union and subject to its discipline who may engage in a strike or work stoppage in violation of this Agreement to return to work promptly. The Company agrees on its part, to do nothing to provoke interruption of, or prevent such continuity of performance of said employees, insofar as such performance is required in the normal and usual operation of the Company's properties. Any disputes over matters in violation of the terms of this Agreement must be handled in the manner provided by the Grievance and Arbitration Procedure as set forth in Article IV below.

ARTICLE VI TERM, EXTENSION AND MODIFICATION

54. APPROVAL, EFFECTIVE DATE AND TERM

* * * *

(b) This Agreement shall remain in effect through October 31, 1971. It shall continue in full force and effect from year to year thereafter from October 31, 1971, through October 31 of each year thereafter unless changed or terminated in the way later provided herein.

EXHIBIT 'A'

HOURLY WAGE SCHEDULES

Production Department
System Operation

Page Fifty-Two

Classification	Effective 12-30-69		Effective 11-28-70		Increase Each 6 Mos.
	Min.	Max.	Min.	Max.	
Division Load Dispatcher (ME) (S)	\$5.47	\$5.63	\$5.84	\$6.00	4¢
Division Load Dispatcher (PG-SN-WS) (S)	5.31	5.47	5.68	5.84	4¢
Substation Operator (S)	4.76	4.96	5.13	5.33	5¢

PLANT OPERATION

Watch Engineer (AA) (S)	\$5.27	\$5.43	\$5.64	\$5.80	4¢
Control Center Operator (S)	5.01	5.17	5.28	5.54	4¢
Switchboard Operator (S)	4.76	4.96	5.13	5.33	5¢
Turbine Operator (S)	4.76	4.96	5.13	5.33	5¢
Fireman (S)	4.76	4.96	5.13	5.33	5¢
Boiler Attendant (S)	4.65	4.81	5.02	5.18	4¢
Auxiliary Equipment Operator (S)	3.84	4.12	4.13	4.41	4¢

Classification	Effective 12-30-69		Effective 11-28-70		Increase Each 6 Mos.
	Min.	Max.	Min.	Max.	
PLANT MECHANICAL MAINTENANCE AND CONSTRUCTION					
Maintenance Foreman	\$5.27	\$5.43	\$5.64	\$5.80	4¢
Machinist	4.90	5.06	5.27	5.43	4¢
Mechanic	4.76	4.96	5.13	5.33	5¢
Apprentice Mechanic	3.84	4.12	4.13	4.41	4¢
PLANT ELECTRICAL MAINTENANCE AND CONSTRUCTION					
Chief Electrician	\$5.27	\$5.43	\$5.64	\$5.80	4¢
Electrician	4.76	4.96	5.13	5.33	5¢
Apprentice Electrician	3.84	4.12	4.13	4.41	4¢
(1) PLANT RESULTS					
Instrument Mechanic	\$4.76	\$4.96	\$5.13	\$5.33	5¢
Apprentice Instrument Mechanic	3.84	4.12	4.13	4.41	4¢

ITINERANTS

Itinerant Mechanic	\$4.76	\$4.96	\$5.13	\$5.33	5¢
Itinerant Apprentice Mechanic	3.84	4.12	4.13	4.41	4¢
Itinerant Electrician	4.76	4.96	5.13	5.33	5¢
Itinerant Apprentice Electrician	3.84	4.12	4.13	4.41	4¢
Itinerant Instrument Mechanic	4.76	4.96	5.13	5.33	5¢
Itinerant Apprentice Instrument Mechanic	3.84	4.12	4.13	4.41	4¢

Page Fifty-Three

Classification	Effective 12-30-69		Effective 11-28-70		Increase Each 6 Mos.
	Min.	Max.	Min.	Max.	
PLANT CLERICAL					
Operations Clerk "A"	\$4.19	\$4.31	\$4.48	\$4.60	4¢
Operations Clerk "B"	3.53	3.65	3.75	3.87	4¢
Operations Clerk "B" - Steno	3.53	3.65	3.75	3.87	4¢
CLASS "A" PLANTS					
Plant Foreman (S)	\$5.16	\$5.32	\$5.53	\$5.69	4¢
Watch Engineer (A) (S)	4.76	4.96	5.13	5.33	5¢
GENERAL					
Mobile Unit-Foreman (S)	\$5.27	\$5.43	\$5.64	\$5.80	4¢
Mobile Unit-Watch Engineer (S)	4.76	4.96	5.13	5.33	5¢
Gardener	3.21	3.41	3.43	3.63	5¢
Truck Driver Helper	3.11	3.31	3.33	3.53	5¢
Helper	2.95	3.25	3.17	3.47	5¢
Janitor	2.79	2.99	3.01	3.21	5¢
Watchman	2.79	2.99	3.01	3.21	5¢

Note (1) — It is understood that the Plant Engineers, formerly called Batterment Engineers, will not perform work in the Bargaining Unit. In this connection, it is understood that water testing, calculation of station performance data, the making of efficiency and performance tests on plant equipment, and clerical work in connection therewith may be performed by non-Bargaining Unit personnel.

EXHIBIT 'A'

HOURLY WAGE SCHEDULES Transmission-Distribution Department Maintenance and Construction

Classification	Effective 12-30-69		Effective 11-28-70		Increase Each 6 Mos.
	Min.	Max.	Min.	Max.	
OVERHEAD LINES					
Line Foreman	\$5.27	\$5.43	\$5.64	\$5.80	4¢
(1) Working Foreman	5.20	5.36	5.57	5.73	4¢
Labor Foreman	4.76	4.96	5.13	5.33	5¢
Lineman	4.80	5.00	5.17	5.37	5¢
Apprentice Lineman	3.84	4.12	4.13	4.41	4¢
UNDERGROUND					
ELECTRICAL					
Network Maintenance Man	\$5.01	\$5.17	\$5.38	\$5.54	4¢
Cable Splicer	4.98	5.18	5.35	5.55	5¢
Electrician	4.76	4.96	5.13	5.33	5¢
Street Light Maintenance Man	4.80	5.00	5.12	5.37	5¢
Apprentice Cable Splicer	4.05	4.33	4.34	4.62	4¢

Page Sixty-Six

Classification	Effective 12-30-69		Effective 7-28-70		Increase Each 6 Mos.
	Min.	Max.	Min.	Max.	
MECHANICAL					
Construction Foreman	\$5.27	\$5.43	\$5.64	\$5.80	4¢
Labor Foreman	4.76	4.96	5.13	5.33	5¢
Repairman "A"	4.76	4.96	5.13	5.33	5¢
(2) Repairman "B"	3.84	4.12	4.13	4.41	4¢
METER					
Meter Foreman	\$5.27	\$5.43	\$5.64	\$5.80	4¢
Laboratory Meterman	4.90	5.06	5.27	5.43	4¢
Meterman "A"	4.76	4.96	5.13	5.33	5¢
Apprentice Meterman	3.84	4.12	4.13	4.41	4¢
Meterman "B"	3.84	4.12	4.13	4.41	4¢
Meter Installer	3.53	3.65	3.75	3.87	4¢
SUBSTATIONS					
(3) Substation Maintenance Foreman	\$5.27	\$5.43	\$5.64	\$5.80	4¢
(1) Working Foreman	5.20	5.36	5.57	5.73	4¢
Electrician	4.80	5.00	5.17	5.37	5¢
*Patrolman	4.76	4.96	5.13	5.33	5¢
Apprentice Electrician	3.84	4.12	4.13	4.41	4¢

Page Sixty-Seven

Classification	Effective 12-30-69		Effective 11-28-70		Increase Each 6 Mos.
	Min.	Max.	Min.	Max.	
SERVICE AND CLERICAL					
Distribution Dispatcher (ME) (S)	\$5.27	\$5.43	\$5.64	\$5.80	4¢
Distribution Dispatcher (FL-WB) (S)	5.23	5.39	5.60	5.76	4¢
Assistant Distribution Dispatcher (ME) (S)	4.90	5.06	5.27	5.43	4¢
Service Dispatcher (DY-FM-SS-CO) (S)	5.01	5.17	5.38	5.54	4¢
Distribution Inspector	4.90	5.06	5.27	5.43	4¢
Troubleman (S)	4.94	5.10	5.31	5.47	4¢
Service Dispatcher (PL-SA-SN-SR-MC-LC- TI-MU) (S)	4.76	4.96	5.13	5.33	5¢
Service Dispatcher (MM)	4.76	4.96	5.13	5.33	5¢
Serviceman "A"	4.80	5.00	5.17	5.37	5¢
Dispatcher Clerk	4.26	4.38	4.55	4.67	4¢
Operations Clerk "A"	4.19	4.31	4.48	4.60	4¢
C and D Man	3.84	4.12	4.13	4.41	4¢
Serviceman "B"	3.84	4.12	4.13	4.41	4¢
Service Clerk (S)	3.83	3.95	4.12	4.24	4¢
Operations Clerk "B"	3.53	3.65	3.75	3.87	4¢
Operations Clerk "B" - Steno	3.53	3.65	3.75	3.87	4¢

From Salary Sheet

Classification	Effective 12-30-69		Effective 11-28-70		Increase Each 6 Mos.
	Min.	Max.	Min.	Max.	
ITINERANTS					
Itinerant Line Foreman	\$5.27	\$5.43	\$5.64	\$5.80	4¢
Itinerant Working Foreman (OL)	5.20	5.36	5.57	5.73	4¢
Itinerant Labor Foreman (OL)	4.76	4.96	5.13	5.33	5¢
Itinerant Lineman	4.80	5.00	5.17	5.37	5¢
Itinerant Apprentice Lineman	3.84	4.12	4.13	4.41	4¢
Itinerant Cable Splicer	4.98	5.18	5.35	5.55	5¢
Itinerant Apprentice Cable Splicer	4.05	4.33	4.34	4.62	4¢
Itinerant Construction Foreman	5.27	5.43	5.64	5.80	4¢
Itinerant Labor Foreman (Underground)	4.76	4.96	5.13	5.33	5¢
Itinerant Repairman "A"	4.76	4.96	5.13	5.33	5¢
Itinerant Repairman "B"	3.84	4.12	4.13	4.41	4¢
Itinerant Substation Maintenance Foreman	5.27	5.43	5.64	5.80	4¢
Itinerant Working Foreman (Substation)	5.20	5.36	5.57	5.73	4¢
Itinerant Electrician (Substation)	4.80	5.00	5.17	5.37	5¢
Itinerant Apprentice Electrician (Substation)	3.84	4.12	4.13	4.41	4¢
Itinerant Serviceman "A"	4.80	5.00	5.17	5.37	5¢
Itinerant Winch Truck Operator	3.83	3.93	4.12	4.24	4¢
Itinerant Helper	2.95	3.25	3.17	3.47	5¢

Classification	Effective 12-30-69		Effective 11-28-70		Increase Each 6 Mos.
	Min.	Max.	Min.	Max.	
TRANSFORMER SHOP AND TOOL ROOM					
Equipment Repair Foreman	\$5.27	\$5.43	\$5.64	\$5.80	4¢
Working Foreman	5.16	5.32	5.53	5.69	4¢
Repairman "A"	4.76	4.96	5.13	5.33	5¢
Repairman "B"	3.84	4.12	4.13	4.41	4¢
Apprentice Repairman (Transformer Shop)	3.84	4.12	4.13	4.41	4¢
COMMUNICATION, CONTROL AND PROTECTIVE EQUIPMENT					
Communications and Battery Man	\$5.27	\$5.43	\$5.64	\$5.80	4¢
Electrician	4.76	4.96	5.13	5.33	5¢
GENERAL					
Winch Truck Operator	\$3.83	\$3.93	\$4.12	\$4.24	4¢
Truck Serviceman (S)	3.83	3.93	4.12	4.24	4¢
Gardener	3.21	3.41	3.43	3.63	5¢
(4) Truck Driver Helper	3.11	3.31	3.33	3.53	5¢
Helper	2.95	3.25	3.17	3.47	5¢
Janitor	2.79	2.99	3.01	3.21	5¢
Watchman	2.79	2.99	3.01	3.21	5¢

* Non-Climbing Classification

Note (1)

(a) — Except as provided in the Memorandum of Understanding on Automatic Promotion of Apprentices on Working Foreman Substation Crews dated 4-27-62, the Working Foreman four-man substation crew in the Transmission-Distribution Department will consist of a Working

From Salary Sheet

**ARTICLES OF INCORPORATION
OF**

**I B E W SYSTEM COUNCIL U-4.
DEATH BENEFIT FUND, INC.**

The undersigned subscribers to these articles of incorporation, each a natural person competent to contract, hereby associate themselves together to form a corporation not for profit under the laws of the State of Florida.

ARTICLE I — NAME

The name of this corporation is: I B E W SYSTEM COUNCIL U-4 DEATH BENEFIT FUND, INC.

ARTICLE II — PURPOSE

The general nature and purpose of this corporation shall be to protect, provide for and contribute immediate assistance to the families, widows, children or beneficiaries of its members upon the death of any member by providing a death benefit fund payable to such beneficiary as the member may designate.

ARTICLE III — MEMBERSHIP

The membership of this corporation shall consist of the original subscribers named herein and such other individuals that have been in and shall be elected or added from time to time as provided by the by-laws, provided, however, no person shall become a member of this corporation who is not a member in good standing of one of the International Brotherhood of Electrical Workers Local Unions, AFL-CIO, which comprise the Florida

Power and Light Company System Council or the spouse of said member, or the widow or widower of said member, if he or she was a member of the Fund before and since his or her death.

The by-laws of the corporation may fix and alter the number of members, provided the number shall not at any time be less than five. The by-laws may also provide for the expulsion of members.

ARTICLE IV — TERM OF EXISTENCE

This corporation is to exist perpetually.

ARTICLE V — SUBSCRIBERS

The names and residences of the original subscribers and charter members of the corporation are as follows:

CHESTER DANIELS	Sanford, Fla.
H. E. WILSON	Miami, Fla.
J. W. ELLIS	Ormond Beach, Fla.
T. E. HOSFORD	Lake City, Fla.
A. A. MOORE	Hollywood, Fla.
V. H. MEIER	Miami, Fla.
W. J. ISEMAN	Fort Pierce, Fla.
HARRY L. HUFFMAN	Punta Gorda, Fla.
B. B. BAKER	Fort Lauderdale, Fla.
J. E. BRYAN	Venice, Fla.
RALPH H. HUBBARD	Sanford, Fla.
H. M. THOMAS	Daytona Beach, Fla.
M. E. ARRAITS	West Palm Beach, Fla.
R. S. LAROCHE	Palatka, Fla.
GENE CRAWFORD	Cocoa, Fla.

ARTICLES VI — OFFICERS AND DIRECTORS

The affairs of the corporation shall be managed by a President, Vice-President and Secretary-Treasurer who shall be elected from among the Directors at the first regular meeting or a special meeting, called for that purpose, of the Board of Directors. The Officers shall serve at the will of the Board of Directors. The members of the Board of Directors shall be the duly elected Financial Secretary of each Local Union, the duly elected President and the duly elected Treasurer of I B E W System Council U-4. The terms of office of Officers and Directors shall be concurrent with their terms of aforesaid office in the Local Unions or System Council.

ARTICLE VII

INITIAL OFFICERS AND DIRECTORS

The names and addresses of the officers who are to serve until the first election under articles of incorporation are as follows:

President and Director from System Council U-4
JOHN E. BARRETT
112 Mary Street, Daytona Beach, Florida
Vice-President and Director from Local Union 759
C. O. HILLMAN
1304 N.W. 16th St., Fort Lauderdale, Fla.

Sec'y-Treas. from Director from System
Council U-4

AUGUSTUS FORTNER

P. O. Box 154, East Palatka, Florida

Director from Local Union 359

E. T. STEPHENSON

13301 N. E. 1st Avenue, Miami, Florida

Director from Local Union 622

ARNOLD R. SOVA

631 Cherry Drive, Lake City, Florida

Director from Local Union 627

B. L. JENNINGS

Route 4, Box 406, Fort Pierce, Florida

Director from Local Union 641

CARL E. EVERS

Route 4, Box 340, Fort Myers, Florida

Director from Local Union 820

H. R. BARRICK

2165 Cass Street, Sarasota, Florida

Director from Local Union 1042

C. A. JOHNSON

P. O. Box 135, Lake Monroe, Florida

Director from Local Union 1065

A. R. KULL

121 Fleming Street, Port Orange, Florida

Director from Local Union 1911

FRANK CALLEBOUT

831 - 31st Street, West Palm Beach, Florida

Director from Local Union 1263

D. E. NIPPER

R.F.D. #1, Box 376, East Palatka, Florida

Director from Local Union 1908

E. M. CRAWFORD

2405 Cherbourg Road, Cocoa, Florida

ARTICLE VIII — BY-LAWS

The by-laws of this corporation shall be made, altered or rescinded by a two-thirds vote of the Directors present and voting at any regular meeting of the Directors or at a special meeting called for that purpose, in which latter case, notice of the proposed change shall be given in writing to each director thirty days prior to such meeting or as otherwise provided by the by-laws.

ARTICLE IX

AMENDMENTS TO ARTICLES OF INCORPORATION

Amendments to the articles of incorporation may be proposed and adopted by a two-thirds vote of the directors present and voting at any regular meeting of the Directors or at a special meeting called for that purpose, in which latter case, notice of the proposed change shall be given in writing to each director thirty days prior to such meeting.

ARTICLE X — POWERS

The greatest amount of indebtedness or ability to which this corporation may at any time subject itself shall never be greater than

two-thirds of the value of the property of this corporation.

This corporation shall have the power to purchase, own, hold, build upon, rent and/or lease property, real, personal or mixed; to receive by gift, devise or bequest, property of any character whatsoever, and no matter where situate; to sell, convey, mortgage or otherwise dispose of any property in any manner acquired by it and at any time; to contract, sue and be sued in its corporate name; to have a corporate seal; to adopt, amend, repeal or alter such by-laws as may from time to time be adopted by the corporation.

STATE OF FLORIDA

ss: COUNTY OF VOLUSIA

John E. Barrett, President; C. O. Hillman, Vice-president, and Augustus Fortner, Secretary-Treasurer, being first duly sworn by me, the undersigned authority, do state on oath that the above certificate was approved at a duly authorized meeting of the Board of Directors on the 2nd day of December, 1961, regularly called for the purpose of reincorporating under Florida Statutes 617.012, the charter of the System Council Death Benefit Fund, Inc., which was approved by Circuit Judge in and for Dade County, Florida, Ray Pearson on May 14, 1956, and filed for record the 28th day of August, 1956, at 4:35 P.M. and duly recorded in Corporation Book 82 on page 234, File No. FF130700, by E. E. Leatherman, Clerk, Circuit Court in and for Dade County, Florida, and such documents constitute copies of the charter of the corporation

and all amendments thereto and that the above certificate is intended to be the certificate containing the provisions required in original articles of incorporation by Florida Statutes 617.013 with the intent of accepting the provisions of Florida Statutes 617 as amended; whereupon this certificate shall become the articles of incorporation.

/s/ John E. Barrett, President
/s/ C. O. Hillman, Vice-President

ATTEST

/s/ Augustus Fortner, Secretary-Treas.
Sworn to and subscribed before me this 2nd day of December, 1961

/s/ Vincent E. O'Reilly, (Seal)
/s.

Notary Public, State of Florida
My Commission Expires July 15, 1964.

I, Tom Adams, Secretary of the State of Florida, do hereby certify that the above and foregoing is a true and correct copy of CERTIFICATE OF REINCORPORATION OF I B E W SYSTEM COUNCIL U-4 DEATH BENEFIT FUND, INC., a corporation not for profit, organized and existing under the Laws of the State of Florida, filed on the 10th day of January, A. D., 1962, as shown by the records of this office.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the 10th day of January, A.D. 1962.

(s) Tom Adams
Secretary of State
(Great Seal of the State of Florida)

BY-LAWS

I B E W SYSTEM COUNCIL U-4 DEATH BENEFIT FUND, INC.

—o—

ARTICLE I — OFFICERS AND

DIRECTORS

1. The officers of I B E W SYSTEM COUNCIL U-4 DEATH BENEFIT FUND, INC., shall be as follows: President, Vice-President and Secretary-Treasurer.

2. The office of the Secretary and Treasurer shall be combined and the Secretary shall discharge all of the duties of the office of Treasurer, and shall be bonded.

3. All Officers and Directors shall serve without pay or remuneration; however, the President and Secretary-Treasurer shall be reimbursed by the Fund for wages and expenses incurred in the operation of the Fund. The other Directors shall be reimbursed by the Fund for expenses incurred in the operation of the Fund. Any salaries of the other Directors may be paid by the Local Union or System Council they represent.

4. The Fund shall be under the general control, supervision and management of a Board of Directors consisting of the duly elected Financial Secretary of each Local Union, the duly elected President and the duly elected Treasurer of I B E W System Council U-4. Three of the said directors shall be the officers designated in Section I hereof, and they shall compose an Executive Board which shall

control, supervise and manage the Fund between the meetings of the Board of Directors, subject to the approval of the Board of Directors.

5. The Terms of Office of Officers and Directors shall be concurrent with their terms of aforesaid office as Financial Secretary of a Local Union, or President or Treasurer of I B E W System Council U-4.

6. Election to the Board of Directors shall be held in accordance with the Constitution and By-Laws of I B E W System Council U-4 or appropriate Local Union. Election of Officers shall be held at the first regular meeting, called for that purpose of the Board of Directors. The Officers shall serve for a term at the will of the Board of Directors.

7. In the event of the resignation, death or incapacity of one of the Officers, the Executive Board may fill the vacancy until the next meeting of the Board of Directors. In the event of a like vacancy on the Board of Directors the Executive Board may fill the vacancy from a member of the Fund until the Local Union or System Council elects a successor in accordance with its by-laws.

ARTICLE II — MEETINGS

1. The regular meetings of the Board of Directors shall be held at the same time as the regular meetings of the Financial Secretaries of the System Council. Special meetings may be held at the discretion of the President or at the discretion of a majority of the Directors, after notice in writing mailed to each director thirty days prior to the date of said special meeting.

ARTICLE IV — BENEFICIARIES

1. The Secretary-Treasurer shall issue to each member of I B E W SYSTEM COUNCIL U-4 DEATH BENEFIT FUND, INC., a printed form showing the name of the participating party, mailing address, city of residence, primary beneficiary and contingent beneficiary, if such exist, and give their addresses. One copy, the original, will be given to the participating member of the Fund and the duplicate copy will be kept in the files of the Secretary-Treasurer of the Fund.

2. The designated beneficiary may be changed at the pleasure of the member at any time upon the member filing a written request therefor, which request shall be witnessed by two disinterested witnesses and acknowledged before a notary public or like officer. Upon receipt of said request by the Secretary-Treasurer, a new certificate of membership, with the name of the new beneficiary therein stated, shall be issued to him, and all previous certificates shall, thereby become null and void. No vested rights shall ever accrue under a Certificate contrary to the expressed designation of the member.

3. Under no circumstances will any assignment, pledge or sale of the Certificate of Membership be recognized.

4. In case all the designated beneficiaries shall predecease the member, and the member shall die without having designated a new beneficiary, then and in that event the amount to be contributed, after deducting any expenses which the Fund may have incurred for the benefit of the deceased member during his

11

2. Meetings of the Executive Board may be called by the President or by request of a majority of the Officers.

3. No business shall be transacted at any meeting without a quorum consisting of a majority being present.

ARTICLE III — MEMBERSHIP

1. The membership of this corporation shall consist of members in good standing of one of the International Brotherhood of Electrical Workers Local Unions, AFL-CIO which comprise the Florida Power and Light Company System Council, the spouse of a member of the Fund or the widow or widower of said member if he or she was member of the Fund before and since his or her death, who each shall pay on initiation fee of Five Dollars \$5.00). Applicants who have reached their 50th birthday shall pay an initiation fee of One Hundred Dollars (\$100.00). A divorced spouse shall not remain a member of the Fund. Any contribution paid to the Fund in behalf of a divorced spouse after the effective date of the divorce shall be returned to the party making the contribution.

2. Any member who has been suspended for non-payment of assessments may be reinstated by filing application with the Secretary-Treasurer and paying all assessments due since the date of his suspension.

3. The suspension of any member may be reviewed upon petition filed with the Secretary-Treasurer. A hearing on said petition shall be held at the next meeting of the Board of Directors after receipt of said petition by the Secretary-Treasurer.

10

last illness or for his funeral expenses, shall be contributed to the heirs at law or the legatés of such deceased member, according to the laws of the State of Florida.

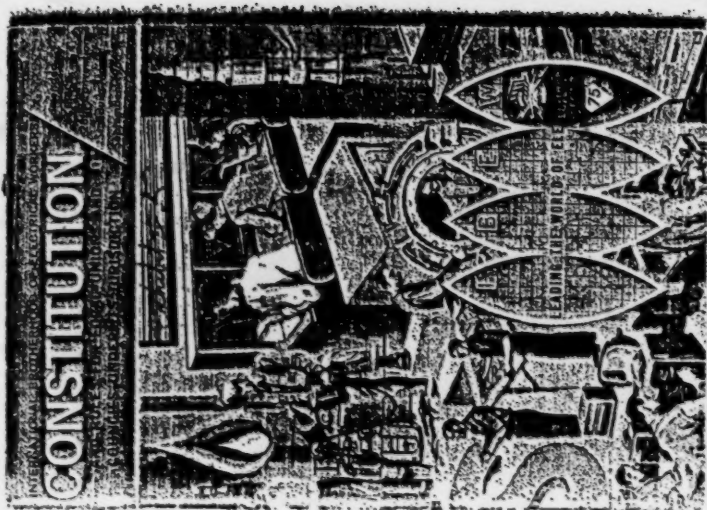
ARTICLE V. — PAYMENTS

1. Upon receiving satisfactory notice of the death of a member of I B E W SYSTEM COUNCIL U-4 DEATH BENEFIT FUND, INC., the President and Secretary-Treasurer shall immediately forward to the beneficiaries designated in the Certificate of Membership, if living, and if the designated beneficiaries be dead, to the heirs at law, or legatés of such deceased member, if known, a check for such sums as may be usually contributed by the Fund under the provisions of these by-laws.

2. The beneficiary or beneficiaries of the deceased member of the Fund shall receive benefits of One Dollar (\$1.00) times the number of members of the Fund in good standing on the last day of the month prior to the death.

3. In addition to the Five Dollars (\$5.00) initiation fee as herein provided, upon the death of any member of the Fund, each member shall be assessed and contribute the sum of One Dollar (\$1.00); however, upon the death of each tenth member of the Fund, the Board of Directors may assess an additional One Dollar (\$1.00) to be used for operating expenses of the Fund.

4. Notice of death shall be promptly given by the Secretary-Treasurer to the Financial Secretary of each Local Union, who shall notify each member, and the contribution as above mentioned, shall be payable to the



ARTICLE I NAME AND CONSTITUTION

Sec. 1. This organization shall be known as the International Brotherhood of Electrical Workers, with jurisdiction over all electrical workers, as defined in Article XXVIII of this Constitution, including all workers in public utilities and electrical manufacturing plants, and shall consist of an unlimited number of local unions acknowledging its jurisdiction and subject to its laws and usages, and it shall not be dissolved while there are five dissenting local unions.

Sec. 2. This Constitution, and all acts and proceedings which, in the future and in due course may be enacted, shall be absolutely binding on all the officers and members.

Sec. 3. The following abbreviations, when used herein, and in reports and other documents, shall mean:

I.B.E.W.—International Brotherhood of Electrical Workers.

I.E.C.—International Executive Council.

I.P.—International President.

I.V.P.—International Vice President.

I.S.—International Secretary.

I.T.—International Treasurer.

I.R.—International Representative.

I.C.—International Convention.

I.O.—International Office.

E.W.B.A.—Electrical Workers' Benefit Association.

L.U.—Local Union.

R.S.—Recording Secretary.

F.S.—Financial Secretary.

Sec. 4. Words used in this Constitution in the masculine gender shall include the feminine.

In continuous good standing with twenty (20) or more years immediately preceding his application who has attained the age of sixty-five (65) years shall receive pension benefits computed on the basis of two dollars (\$2.00) per month for each full year of such continuous "A" membership. In no event shall any "A" member retired under this Section 1(a) be paid a monthly pension benefit less than he would have received under the pension benefit provisions of the Constitution prior to January 1, 1967.

(b) *Disability Pension*: An "A" member of the IBEW who is totally disabled and has continuous good standing of twenty (20) or more years immediately preceding his application shall receive disability pension benefits, if such application is approved, computed on the basis of two dollars (\$2.00) per month for each full year of such continuous "A" membership.

(1) Benefits will be paid only after six (6) whole calendar months from the date of commencement of total disability provided that no period of total disability shall be considered to commence before the "A" member has completed twenty (20) or more years in continuous good standing, or before January 1, 1967, whichever occurs last.

(2) The applicant for disability pension benefits must maintain his continuous good standing as an "A" member until the date of approval of his application by the I.E.C. and shall, in the event of such approval, receive a full refund of I.O. dues from the date of commencement of his total disability. The period following the commencement of total disability shall not be counted in computing the amount of disability pension benefit.

(c) *Vesting*. An "A" member who has completed twenty (20) or more years of "A" membership in continuous good standing and who ceases being an

ARTICLE XII PENSION BENEFIT FUND

Sec. 1. An "A" member who retires from the electrical trade after January 1, 1967, shall be entitled to benefits in accordance with the following rules as to eligibility:

(a) *Normal Pension*. An "A" member of the IBEW

"A" member prior to the attainment of age sixty-five (65) shall retain a vested right to pension benefits but not to disability pension benefits or death benefits. This vested right will entitle him to receive, commencing at age sixty-five (65), pension benefits computed on the basis of two dollars (\$2.00) per month for each full year of such continuous "A" membership less two dollars (\$2.00) per month for each year or part thereof the said "A" member was under the age of sixty-five (65) at the date his "A" membership terminated.

Sec. 2. *Death Benefits.* Upon the death, after January 1, 1967, of a non-retired "A" member who then has at least six (6) months continuous and active good standing, the beneficiary named by the "A" member to receive the death benefits payable under this paragraph shall be paid the sum of one thousand (\$1,000.00) dollars if the said "A" member died from natural causes or the sum of two thousand (\$2,000.00) dollars if the said "A" member died by accidental means. Upon the death from either natural causes or accidental means of an "A" member retired under Section 1(a) or 1(b) after January 1, 1967, the beneficiary named by the "A" member to receive the death benefits shall be paid a sum computed by subtracting from one thousand (\$1,000.00) dollars all pension benefits paid by the I.B.E.W. Pension Benefit Fund to the retired member, his beneficiary or his estate. The death benefits provided by this section shall be in addition to the death benefits provided by the Electrical Workers Benefit Association or the I.B.E.W. Death Benefit Fund.

(For rules governing who may be named a beneficiary, see Article XIII, Section 2, pages 36-38. The beneficiaries recorded under the EWBA or Death Benefit Fund will also receive any death benefits provided by the Pension Benefit Fund, unless a different beneficiary has been recorded on the "Designation of Beneficiary for I.B.E.W. Pension Benefit Fund Death Benefits" form.)

Sec. 3. *Pension Benefits of "A" members retired prior to January 1, 1967.* The pension benefits of an "A" member of the I.B.E.W. who has retired from the electrical trade and was placed on the pension rolls prior to January 1, 1967, are as follows:

(a) Each "A" member so retired prior to June 1, 1967, shall continue to receive the fifty (\$50.00) dollar monthly pension benefit from the I.B.E.W. Pension Benefit Trust Fund under the Employees Benefit Agreement, as heretofore, provided that, if for any reason whatsoever, such payment is not made by the said I.B.E.W. Pension Benefit Trust Fund, then the said fifty (\$50.00) dollar monthly pension benefit shall be paid by the I.B.E.W. Pension Benefit Fund.

(b) Each "A" member so retired from and after June 1, 1967, to December 31, 1961 shall continue to receive the fifty (\$50.00) dollar monthly pension benefit from the I.B.E.W. Pension Benefit Fund, as heretofore.

(c) Each "A" member so retired from and after January 1, 1962, but prior to January 1, 1967, who is not covered by the Employees Benefit Agreement shall continue to receive the fifty (\$50.00) dollar monthly pension benefit from the I.B.E.W. Pension Benefit Fund, as heretofore. Any such "A" member who receives a monthly pension benefit from the I.B.E.W. Pension Benefit Trust Fund under the Employees Benefit Agreement shall continue to receive such benefit as heretofore and, in addition shall be entitled to receive a twenty-five (\$25.00) dollar monthly pension benefit from the I.B.E.W. Pension Benefit Fund retroactive to January 1, 1966. If for any reason whatsoever the payment of the monthly pension benefit from the I.B.E.W. Pension Benefit Trust Fund under the Employees Benefit Agreement is not made to the latter group then the fifty (\$50.00) dollar monthly pension benefit shall be paid by the I.B.E.W. Pension Benefit Fund.

Sec. 4. General Provisions.

(a) "Continuous Good Standing." Any period of membership used in determining eligibility or in computing benefits shall include only consecutive years of "A" membership in good standing in the I.B.E.W. except that years of membership when on pension or disability pension shall not be counted. *Provided further* that, if a member who has been granted a normal pension, a disability pension, or a vested pension right returns to the electrical trade and "A" membership, a benefit based on the period of continuous "A" membership after such return shall be added to the amount of his previous normal pension, disability pension, or vested pension right.

(b) *Waiver.* Any member who desires to waive any portion of his pension, either monthly or yearly, may do so by notifying the I.S. Any pension so waived will not be returned to the pensioner at a later time.

(c) *Per Capita Tax of Members on Pension, Disability Pension or With Vested Pension Rights.* The I.S. shall pay from the Pension Benefit Fund the portion of the per capita tax owing to the Electrical Workers Benefit Association or to the I.B.E.W. Death Benefit Fund from each "A" member on the pension rolls except members who have been granted vested pension rights, and as provided for in the Employees Benefit Agreement, first made September 3, 1946. All other portions of the per capita tax otherwise owed by said "A" members to the I.B.E.W. are hereby waived.

(d) *Prohibition of Work:* It is a condition for admission to pension benefits, including vested pension rights and the continuation thereof, that the member shall not perform any work of any kind

coming under the I.B.E.W.'s jurisdiction either for compensation or gratis for anyone. He shall be permitted to attend I.U. meetings without voice or vote. He shall observe his obligation of membership and show due obedience to I.B.E.W. laws and the bylaws of its L.U.'s.

(e) *Non-Assignment of Benefits.* No member, pensioner or beneficiary shall have the right to assign, transfer, sell, mortgage, encumber or pledge any pension or death benefits, and such assignment, transfer, sale, mortgage, encumbrance or pledge shall be void and of no effect whatsoever. So that such benefits shall not in any way be subject to any legal process, execution, attachment or garnishment or be used for the payment of any claim against any member, pensioner or beneficiary, or be subject to the jurisdiction of any bankruptcy court or insolvency proceedings by operation of law or otherwise, the I.E.C. shall have the right to postpone any payment under this Plan to a pensioner or beneficiary.

(f) *Interpretations, Definitions and Decisions.* The I.E.C. is authorized to make definitions of the terms used in this article of the Constitution and to make interpretations of these constitutional provisions and its Rules and Regulations which shall be final and binding. The decisions of the I.E.C. on all questions arising hereunder, including cases of eligibility for, and computation of the amount of, benefits, shall be final and binding.

No benefits are authorized other than those expressly stated in the I.B.E.W. Constitution and the Rules and Regulations of the I.E.C.

Sec. 5. Members on withdrawal cards who have maintained their continuous good standing in the I.B.E.W. and who make application for pension benefits, shall be governed and their applications handled in the same manner as active members of

L.U.'s, except that notice of application shall be given to the L.U. in the jurisdiction where the applicant resides and to the L.U. that issued the withdrawal card to the member, to fill out blanks on the application.

Sec. 6. Any member violating any of the provisions of this article, or any member aiding or abetting a member to do so, after investigation by the I.E.C. and being found guilty, may be permanently barred from ever participating in these benefits, and may be suspended, expelled, or assessed as the I.E.C. may decide.

Sec. 7. The procedures for applications for benefits and for making determinations thereon shall be as prescribed in the Rules and Regulations of the I.E.C.

ARTICLE XXVI WITHDRAWAL CARDS— PARTICIPATING AND HONORARY

Sec. 1. Any member who becomes a general manager or superintendent, or who retires from his trade, may apply to the F.S. for a withdrawal card. It shall require a majority vote at a meeting to grant such card. But the L.U. has the right to require such a member to take out a withdrawal card if it so decides.

Sec. 2. Any member receiving a participating withdrawal card and desiring to maintain his standing in the I.B.E.W. shall deposit the duplicate por-

ceeding two months, may retain his continuous standing in the L.U., and eligibility for local union office and as delegate to the I.C., by paying dues for the months of unemployment before becoming indebted to his L.U. for three months' dues had he been employed.

Sec. 5. The validity of any withdrawal card shall be dependent upon the good conduct of the member. It can be annulled by any L.U. or by the I.P. for violation of the laws of the I.B.E.W., or the bylaws and rules of any L.U., or for working with or employing non-members of the I.B.E.W. to perform electrical work, or for any action of the holder detrimental to the interests of the I.B.E.W. Membership in the I.B.E.W. is automatically terminated upon annulment of any withdrawal card.

A member on a withdrawal card may be subject to charges, trial and appropriate penalty in accordance with provisions of this Constitution.

ARTICLE XXVII MISCONDUCT, OFFENSES AND PENALTIES

Sec. 1. Any member may be penalized for committing any one or more of the following offenses:

(1) Resorting to the courts for redress of any injustice which he may believe has been done him by the I.B.E.W. or any of its L.U.'s without first making use, for at least a four-month period, of the process available to him under the I.B.E.W. Constitution including any appeal or appeals from any decision against him.

(2) Urging or advocating that a member, or any L.U., start action in a court of law against the

tion of the withdrawal card in the I.O. and pay his per capita in advance to the I.S., as well as any I.O. assessments, and he shall be entitled to all benefits of the I.B.E.W. as long as he complies with its laws and maintains his continuous good standing. The participating withdrawal card shall not entitle the holder to any L.U. benefits or admittance to any L.U. meeting. Upon returning to the trade, the recipient of this card shall deposit it in the L.U. which issued it. No member on participating withdrawal card is entitled to notice of any payments due the I.O.

Sec. 3. Any member not desiring to maintain his standing, who retires from the trade or is unemployed, or in such other cases as may be decided by the L.U., may be issued an honorary withdrawal card provided dues are paid for the previous month or the current month if the application is made after the 15th of such month.

Upon returning to the trade, or again becoming employed, and having complied with this article, he shall deposit his withdrawal card in the L.U. that issued it and continue membership by paying the current month dues. No new initiation fee is necessary, except that any "A" member shall pay the \$2 fee as required in Article X.

Sec. 4. "BA" members not employed under the jurisdiction of the local union, for at least a month can be shown as on honorary withdrawal without actual issuance of the card, unless the L.U. bylaws provide otherwise. Officers of the L.U. are not entitled to withdrawal status without forfeiture of their office.

However a "BA" member, shown as on honorary withdrawal or on honorary withdrawal card not ex-

I.B.E.W., or any of its officers, or against a L.U. or any of its officers, without first exhausting all remedies through all the courts of the I.B.E.W.

(3) Violation of any provision of this Constitution and the rules herein, or the bylaws, working agreements, or rules of a L.U..

(4) Having knowledge of the violation of any provision of this Constitution, or the bylaws or rules of a L.U., yet failing to file charges against the offender or to notify the proper officers of the L.U..

(5) Obtaining membership through fraudulent means or by misrepresentation, either on the part of the member himself or others interested.

(6) Advocating or attempting to bring about a withdrawal from the I.B.E.W. of any L.U. or of any member or group of members.

(7) Publishing or circulating among the membership, or among L.U.'s, false reports or misrepresentation.

(8) Sending letters or statements, anonymous or otherwise, or making oral statements, to public officials or others which contain untruths about, or which misrepresent a L.U., its officers or representatives, or officers or representatives of the I.B.E.W.

(9) Creating or attempting to create dissension or faction or disension among any of the members or among L.U.'s of the I.B.E.W.

(10) Working in the interest of any organization or cause which is detrimental to, or opposed to, the I.B.E.W.

(11) Slandering or otherwise wronging a member of the I.B.E.W. by any wilful act or acts.

(12) Entering or being present at any meeting of

a L.U., or its Executive Board, or any committee meeting, while intoxicated, or drinking intoxicants in or near any such meeting, or carrying intoxicants into such meeting.

(13) Disturbing the peace or harmony of any L.U. meeting or meeting of its Executive Board, using abusive language, creating or participating in any disturbance, drinking intoxicants, or being intoxicated, in or around the office or headquarters of a L.U.

(14) Making known the business of a L.U. to persons not entitled to such knowledge.

(15) Fraudulently receiving or misappropriating any moneys of a L.U. or the I.B.E.W.

(16) Attending or participation in any gathering or meeting whatsoever for the purpose of advocating dual unionism, secession, schism, unauthorized work stoppages or strikes or other violation of the laws and rules of the I.B.E.W. or its L.U.'s.

(17) Mailing, handing out, or posting cards, handbills, letters, marked ballots, or displaying streamers, banners, signs or anything else of a vicious, fraudulent, or libelous nature, or being a party in any way to such act in an effort to induce members to vote for or against any candidate or candidates for L.U. office, or candidates to conventions.

(It shall not be considered an offense when a L.U. mails out—or posts in a conspicuous place—a sample of the official ballot to be used in any L.U. election. However, the sample shall not carry any markings of any kind—except that the word "SAMPLE" shall appear prominently across the face of the ballot. The sample shall otherwise be an exact duplicate of the official ballot to be used.)

gates to the I.C. or being connected with any fraud in voting during the I.C.

(23) Allowing another person to use, or altering in any manner, his membership card, receipt, or other evidence of membership in the I.B.E.W.

Any member convicted of any one or more of the above-named offenses may be assessed or suspended, or both, or expelled.

In case of conviction of violation of subsection (1) above, the member may be assessed an amount equal to the reasonable attorneys' fees and costs incurred by the I.B.E.W. or L.U. as a result of said violation in addition to, or in lieu of, any other penalty.

If an officer or representative of a L.U. is convicted of any one or more of the above-named offenses, he may be removed from office or position, or assessed or suspended, or both, or expelled.

In case of conviction of violation of subsection (1) above, the officer or representative may be assessed an amount equal to the reasonable attorneys' fees and costs incurred by the I.B.E.W. or L.U. as a result of said violation in addition to, or in lieu of, any other penalty.

Every member, officer, Local Union, Railroad Council, System Council or other subordinate body shall be obliged to exhaust all remedies provided for in this Constitution, including all available appeals, before starting an action in a court of law against the I.B.E.W., L.U. or other subordinate body.

The initials "L.U.'s," as used throughout this article, shall include Railroad Councils, System Councils and other subordinate bodies where applicable.

Charges and Trials

Sec. 2. All charges, except against officers and representatives of L.U.'s, shall be heard and tried by

(A) Notwithstanding the above, and in addition to the sample ballot, a L.U. may distribute an official publication which shall list all candidates for I.P. office, together with a factual record of activities within the L.U., committee assignments performed, offices held and experience gained for and in behalf of the L.U. This publication shall be prepared under the supervision of the duly designated L.U. Election Committee.

(B) The distribution of this official L.U. publication, properly prepared as set forth above, shall not be in violation of Article XVIII, Section 20.

(18) Soliciting advertising for yearbooks, programs, etc., when the name of a L.U. or the I.B.E.W., or the names or pictures of L.U. or International officers appear in such matter without consent of the I.P. Any member, any officer or representative of any L.U., or other organization coming under the I.B.E.W.'s jurisdiction, shall be held liable for allowing individuals or agencies to solicit such advertising without consent of the I.P. or for in any way violating this provision.

(19) Failure to install or do his work in a safe, workmanlike manner, or leaving work in a condition that may endanger the lives or property of others, or proving unable or unfit mentally, to learn properly his trade.

(20) Causing a stoppage of work because of any alleged grievance or dispute without having consent of the L.U. or its proper officers.

(21) Working for any individual or company declared in difficulty with a L.U. or the I.B.E.W., in accordance with this Constitution.

(22) Willfully committing fraud in connection with obtaining or furnishing credentials for dele-

the L.U. Executive Board which shall act as the trial board, in accordance with Article XIX. A majority vote of the board shall be sufficient for decision and sentence.

(This section shall not be construed to conflict with power of the I.P. or the I.E.C. to take action in certain cases, as provided in Articles IV. and IX.)

Sec. 3. All charges against a member or members must be presented in writing, signed by the charging party, and specify the section or sections of this Constitution, the bylaws, rules, or working agreement allegedly violated. The charges must state the act or acts considered to be in violation, including approximate relevant dates or places.

Sec. 4. Charges against members must be submitted to the R.S. of the L.U. in whose jurisdiction the alleged act or acts took place within 30 days of the time the charging party first became aware, or reasonably should have been aware, of the alleged act or acts. The charges shall be read but not discussed at the next regular meeting of the L.U. following the filing of the charges. The R.S. shall immediately send a copy of such charges to the accused member at his last known address together with written notice of the time and place he shall appear before the trial board.

Sec. 5. The trial board shall proceed with the case not later than 45 days from the date the charges were filed. The board shall grant a reasonable delay to the accused when it feels the facts or circumstances warrant such a delay. The accused shall be granted a fair and impartial trial. He must, upon request, be allowed an I.B.E.W. member to represent him.

Sec. 6. When the trial board has reached a decision, it shall report its findings, and sentence, if

any, to the next regular meeting of the L.U. Such report or action of the board shall not be discussed or acted upon by the L.U. The action of the trial board shall be considered the action of the L.U., and the report of the board shall conclude the case, or cases, except for the accused having the right of appeal to the I.V.P., then to the I.P., then to the I.E.C. and then to the I.C. However, the board may reopen and reconsider any case or cases when it feels the facts or circumstances justify doing so, and it shall do so when directed by the I.V.P. or I.P.

Sec. 7. If the accused wilfully fails to stand trial—or attempts to evade trial—the trial board shall proceed to hear and determine the case just as though the accused were present.

Trials of Officers and Representatives

Sec. 8. All charges against an officer or representative of a L.U. must be presented in writing, signed by the charging party, and specify the section or sections of this Constitution, the bylaws, rules or working agreement violated. The charges must state the act or acts considered to be in violation, including approximate relevant dates and places; and must be made within 30 days of the time the charging party first became aware, or reasonably should have been aware, of the alleged act or acts.

Such charges must be filed with the I.V.P. in whose district the L.U. is located where the alleged act or acts took place, or as directed by the I.P., should more than one district be involved. However, if such charges are against an officer or representative of a railroad L.U., or an officer, general chairman or representative of a Railroad Council,

these shall be filed with the I.V.P. in charge of railroad matters.

(This section shall not be construed to conflict with power of the I.P. or the I.E.C. to take action in certain cases, as provided in Articles IV and IX.)

Sec. 9. The I.V.P. shall pass upon and determine such case or cases, with the accused having the right of appeal to the I.P., then to the I.E.C., then to the I.C. Any such appeal, to be recognized, must be made within 30 days from the date of the decision appealed from. No appeal from the I.V.P. shall suspend operation of any decision.

Sec. 10. The I.V.P. may require that all evidence, testimony, or statements be submitted to him in writing for review, decision and sentence (if any) or he may hear the case in person. If he so decides, he may appoint a referee, who may or may not be a member, to take testimony and report to him.

Sec. 11. The I.V.P. may reopen any case or cases when there is new evidence or testimony, facts or circumstances, which he feels are sufficient to justify such being done.

Appeals

Sec. 12. Any member who claims an injustice has been done him by any L.U. or trial board, or by any Railroad Council, may appeal to the I.V.P. any time within 45 days after the date of the action complained of. If the appeal is from an action of a railroad local union, or a Railroad Council, it must go to the I.V.P. in charge of railroad matters.

A copy of any appeal must be filed with the L.U., or with the Railroad Council, as the case may be.

Sec. 13. No appeal for revocation of an assessment shall be recognized unless the member has first

paid the assessment, which he can do under protest. When the assessment exceeds \$25, payments of not less than \$20 in monthly installments must be made. The first monthly installment must be made within 15 days from the date of the decision rendered and monthly installments continued thereafter or the appeal will not be considered.

Sec. 14. When a decision has been rendered by the I.V.P. it shall become effective immediately.

Sec. 15. No appeals from decisions of the I.V.P., or from the I.P., or from the I.E.C., shall be recognized unless the party or parties appealing have complied with the decision from which they have appealed. However, this section may be waived by the party making the decision if good and sufficient reasons are furnished and he is requested to do so.

Sec. 16. Appeals to the I.P. and to the I.E.C., and to the convention, to be considered, must be made within 30 days from the date of the decision appealed from. (Appeals to the I.E.C. and to conventions must be filed with the I.S.) If no appeal is made within 30 days from the date that any decision is rendered, such decision shall be considered final.

Sec. 17. Any member penalized or otherwise disciplined for an offense may appeal.

Sec. 18. When an appeal is taken above the I.V.P., only the evidence submitted in the original case of appeal shall be considered.

In cases where parties claim they have new and important evidence affecting a case in which decision has been rendered, they may submit this within 30 days to the authority who rendered the first decision, with a request that the case be reopened. Such authority shall decide whether the matter submitted justifies reopening the case.

SUPREME COURT OF THE UNITED STATES

No. 73-556

FLORIDA POWER & LIGHT CO., PETITIONER

v.

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
LOCAL 641, 622, 759, 820 and 1263, ET AL.

ORDER ALLOWING CERTIORARI. Filed January 21, 1974.

The petition herein for a writ of certiorari to the United States Court of Appeals for the District of Columbia Circuit is granted. The case is consolidated with No. 73-795 and a total of one hour is allotted for oral argument.

SUPREME COURT OF THE UNITED STATES

No. 73-795

NATIONAL LABOR RELATIONS BOARD, PETITIONER

v.

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
AFL-CIO, ET AL.

ORDER ALLOWING CERTIORARI. Filed January 21, 1974.

The petition herein for a writ of certiorari to the United States Court of Appeals for the District of Columbia Circuit is granted. The case is consolidated with No. 73-556 and a total of one hour is allotted for oral argument.